

OMB Approved 2700-0043

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|---|-------------------------------------|--|---------|--|--|--|---------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DFARS (15 CFR 350) | | RATING DO-A3 | | PAGE OF PAGES 1 | |
| 2. CONTRACT (Proc. Inst. Memo.) NO. N000333-02-C-3201 | | 3. EFFECTIVE DATE See Block 20C | | 4. REDUCTION/PURCHASE REQUEST/PROJECT NO. | | | |
| 5. ISSUED BY Dept of the Navy, Military Sealift Command (PM3) 914 Charles Morris Court SE Washington, DC 20390-5540 | | CODE | | 6. ADMINISTERED BY (If other than item 5) | | CODE | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Maersk Line Limited 120 Corporate Blvd Suite 400 Norfolk, VA 23502 | | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | 9. DISCOUNT FOR PROMPT PAYMENT N/A | |
| CODE | | | | FACILITY CODE | | 10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN IN: See Block 12 | |
| 11. SHIP TO/MARK FOR N/A | | CODE | | 12. PAYMENT WILL BE MADE BY Department of the Navy Military Sealift Command Washington Navy Yard Washington, DC 20388 | | CODE | |
| 13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) N/A <input type="checkbox"/> 41 U.S.C. 253(c)(1) | | | | 14. ACCOUNTING AND APPROPRIATION DATA See page 1a | | | |
| 15A. ITEM NO. | | 15B. SUPPLIES/SERVICES | | 15C. QUANTITY | | 15D. UNIT | |
| | | | | | | 15E. UNIT PRICE | |
| | | | | | | 15F. AMOUNT | |
| Contractor's offer of 22 March 2002, as modified by proposal revisions of 14 June 2002, for \$219,746,094 which is the total evaluated price for the 5-year firm period, submitted in response to solicitation N00033-02-R-3201 including amendments 0001 through 0012, is hereby accepted for services and supplies indicated in the Schedule. The contractual document herein incorporates by reference all solicitation documents and includes DFARS Clause 252.232-7007, Limitation of Government's Obligation. Paragraph (a) under 252.232-7007 will have <u>CLINE 0001 - 0016</u> and the sum of <u>\$990,740</u> inserted in the blanks under FY02; this amount also inserted under (i) "on execution" and Attached Schedule will apply. The contract will be modified to provide incremental funding as required. | | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | 8219,746,094.00 | | | |
| 16. TABLE OF CONTENTS | | | | | | | |
| (1) SEC. | DESCRIPTION | | PAGE(S) | (1) SEC. | DESCRIPTION | | PAGE(S) |
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| X A | SOLICITATION/CONTRACT FORM | | | X I | CONTRACT CLAUSES | | |
| X B | SUPPLIES OR SERVICES AND PRICE/COST | | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X C | DESCRIPTION/SPECS/WORK STATEMENT | | | X J | LIST OF ATTACHMENTS | | |
| X D | PACKAGING AND MARKING | | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X E | INSPECTION AND ACCEPTANCE | | | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | | |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such proposals, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) Bradford F. Sauer | | | | 20A. NAME OF CONTRACTING OFFICER K.D. ALLEN ken.allen@msc.navy.mil | | | |
| 19B. NAME OF CONTRACTOR BFL | | 19C. DATE SIGNED 5 AUG 02 | | 20B. UNITED STATES OF AMERICA KD Allen | | 20C. DATE SIGNED 08/05/02 | |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | | |

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SECTION B – SUPPLIES /SERVICES AND PRICES**FUNDING INFORMATION ONLY**

(To be completed by the Government after contract award)

| | Exp | | | |
|------------------|--------------------|--|--------------------------|----------------------------|
| CLIN 0001 | Type | USNS SODERMAN FIXED PER DIEM FY02 | | <u>\$221,580.00</u> |
| 0001AA | 25213 FOS | | <u>See Rate Schedule</u> | |
| 0001AB | 25213 RAV | | <u>See Rate Schedule</u> | |
| 0001AC | 25213 ROS-4 | | <u>See Rate Schedule</u> | |
| 0001AD | 25213 PDO INCIDENT | | <u>See Rate Schedule</u> | |

| | | |
|------------------|---|----------------------------|
| CLIN 0002 | USNS SODERMAN REIMBURSABLE COST FY02 | <u>\$778,420.00</u> |
|------------------|---|----------------------------|

| | | |
|---------------|-----------------------|---------------------------------------|
| 0002AA-0002BD | Reimbursable Expenses | <u>See Table of Expenditure Types</u> |
|---------------|-----------------------|---------------------------------------|

| | Exp | | | |
|------------------|--------------------|--|--------------------------|--------------------------|
| CLIN 0003 | Type | USNS SODERMAN FIXED PER DIEM FY03 | | <u>\$XXXXXXXX</u> |
| 0003AA | 25213 FOS | | <u>See Rate Schedule</u> | |
| 0003AB | 25213 RAV | | <u>See Rate Schedule</u> | |
| 0003AC | 25213 ROS-4 | | <u>See Rate Schedule</u> | |
| 0003AD | 25213 PDO INCIDENT | | <u>See Rate Schedule</u> | |

| | | |
|------------------|---|--------------------------|
| CLIN 0004 | USNS SODERMAN REIMBURSABLE COST FY03 | <u>\$XXXXXXXX</u> |
|------------------|---|--------------------------|

| | | |
|---------------|-----------------------|---------------------------------------|
| 0004AA-0002BD | Reimbursable Expenses | <u>See Table of Expenditure Types</u> |
|---------------|-----------------------|---------------------------------------|

| | Exp | | | |
|------------------|-------------|--------------------------------------|--------------------------|--------------------------|
| CLIN 0005 | Type | USNS DAHL FIXED PER DIEM FY03 | | <u>\$XXXXXXXX</u> |
| 0005AA | 25213 FOS | | <u>See Rate Schedule</u> | |
| 0005AB | 25213 RAV | | <u>See Rate Schedule</u> | |
| 0005AC | 25213 ROS-4 | | <u>See Rate Schedule</u> | |

| | | |
|------------------|---|--------------------------|
| CLIN 0006 | USNS DAHL REIMBURSABLE COST FY03 | <u>\$XXXXXXXX</u> |
|------------------|---|--------------------------|

| | | |
|---------------|-----------------------|---------------------------------------|
| 0006AA-0004BD | Reimbursable Expenses | <u>See Table of Expenditure Types</u> |
|---------------|-----------------------|---------------------------------------|

| | Exp | | | |
|------------------|-------------|--|--------------------------|--------------------------|
| CLIN 0007 | Type | USNS CHARLTON FIXED PER DIEM FY03 | | <u>\$XXXXXXXX</u> |
| 0007AA | 25213 FOS | | <u>See Rate Schedule</u> | |
| 0007AB | 25213 RAV | | <u>See Rate Schedule</u> | |
| 0007AC | 25213 ROS-4 | | <u>See Rate Schedule</u> | |

| | | |
|------------------|---|--------------------------|
| CLIN 0008 | USNS CHARLTON REIMBURSABLE COST FY03 | <u>\$XXXXXXXX</u> |
|------------------|---|--------------------------|

| | | |
|---------------|-----------------------|---------------------------------------|
| 0008AA-0006BD | Reimbursable Expenses | <u>See Table of Expenditure Types</u> |
|---------------|-----------------------|---------------------------------------|

| | Exp | | | |
|------------------|-------------|--------------------------------------|--------------------------|--------------------------|
| CLIN 0009 | Type | RED CLOUD FIXED PER DIEM FY03 | | <u>\$XXXXXXXX</u> |
| 0009AA | 25213 FOS | | <u>See Rate Schedule</u> | |
| 0009AB | 25213 RAV | | <u>See Rate Schedule</u> | |
| 0009AC | 25213 ROS-4 | | <u>See Rate Schedule</u> | |

CLIN 0010 USNS RED CLOUD REIMBURSABLE COST FY03 \$XXXXXXXX0010AA-0008BD Reimbursable Expenses See Table of Expenditure Types**CLIN 0011 ^{Exp}
Type USNS POMEROY FIXED PER DIEM FY03 \$XXXXXXXX**0011AA 25213 FOS See Rate Schedule0011AB 25213 RAV See Rate Schedule0011AC 25213 ROS-4 See Rate Schedule**CLIN 0012 USNS POMEROY REIMBURSABLE COST FY03 \$XXXXXXXX**0012AA-0010BD Reimbursable Expenses See Table of Expenditure Types**CLIN 0013 ^{Exp}
Type USNS SISLER FIXED PER DIEM FY03 \$XXXXXXX**0013AA 25213 FOS See Rate Schedule0013AB 25213 RAV See Rate Schedule0013AC 25213 ROS-4 See Rate Schedule**CLIN 0014 USNS SISLER REIMBURSABLE COST FY03 \$XXXXXXXX**0014AA-0012BD Reimbursable Expenses See Table of Expenditure Types**CLIN 0015 ^{Exp}
Type USNS WATSON FIXED PER DIEM FY03 \$XXXXXXXX**0015AA 25213 FOS See Rate Schedule0015AB 25213 RAV See Rate Schedule0015AC 25213 ROS-4 See Rate Schedule**CLIN 0016 USNS WATSON REIMBURSABLE COST FY03 \$XXXXXXXX**0016AA-0014BD Reimbursable Expenses See Table of Expenditure Types**CLIN 0017 ^{Exp}
Type USNS WATKINS FIXED PER DIEM FY03 \$XXXXXXXX**0017AA 25213 FOS See Rate Schedule0017AB 25213 RAV See Rate Schedule0017AC 25213 ROS-4 See Rate Schedule**CLIN 0018 USNS WATKINS REIMBURSABLE COST FY03 \$XXXXXXXX**0018AA-0016BD Reimbursable Expenses See Table of Expenditure Types**CLIN 0019 SPOT FUEL PURCHASES \$XXXXXXXX**

REIMBURSABLE SERVICES - Following are reimbursable type expenses to be used if authorized by the contract or as approved by the Contracting Officer. Reimbursable expense are reimbursable at cost only and reflect actual costs. No indirect costs (**i.e. overhead and/or general administrative or profit**) shall be added to the costs of the reimbursable items in this section.

TABLE OF EXPENDITURE TYPES

| EXP TYPE | SUBCLIN SUFFIX | DESCRIPTION |
|----------|----------------|--|
| 25216 | AA | Reimbursable Predelivery Expenses |
| 25217 | AB | Delivery/Redelivery |
| 2521A | AC | War Risk Bonus |
| 2521B | AD | Additional P&I Insurance |
| 2521F | AE | Stevedore Damages |
| 2521H | AF | Additional Crew Wages |
| 25221 | AG | Canal Charges |
| 25222 | AH | Docking, Line Handling, Agent Fees & Misc Port Charges |
| 25224 | AI | Pilot & Towing Fees |
| 25226 | AJ | Security/Guard |
| 25229 | AK | Launch Services |
| 23331 | AM | Shoreside Utility Services (trash, Haz Mat disposal) |
| 25232 | AN | Ship Overhaul |
| 25235 | AO | Industrial Assistance (incl travel) |
| 25237 | AP | Alterations |
| 31011 | AQ | Ship Spare Parts |
| 31012 | AR | Controlled & Loose Equipage (Ex APDE) |
| 31013 | AS | COSAL Allowance Changes |
| 26051 | AT | Propulsion Fuel – DFM |
| 26053 | AU | MGO |
| 26052 | AV | IFO 380 |
| 26061 | AW | Lubricants & Hydraulic Oil |
| 26062 | AX | Chemicals/Paint |
| 21011 | AY | Contractor Travel |
| 25341 | AZ | SSET Training |
| 25342 | BA | Force Protection Officer Training |
| 25288 | BB | Award Fee |
| 25284 | BC | Public Affairs Activities |
| 2528B | BD | Contract Service not otherwise classified |

SECTION B NOTES:

1. Offerors shall provide rates under the Rate Schedule Attachment to Section B (the file posted on the MSC web page is in Excel format). Offeror shall provide both a hard copy and a disk with its proposed rates and Pricing Forms A, B, C and D.
2. The offerors proposed rates shall be stated as “per ship per diem” or “per event” as appropriate to the specific item.
3. The USNS SODERMAN has a pre-delivery shipyard orientation (PDO), NUC-1 through NUC-5 (see Section C-2.2.14). This PDO is planned to be 105 days but may be longer if the ship delivery is unexpectedly delayed.
4. The PDO period (referenced in paragraph 3 above) is directly reimbursable for crew costs to include wages, lodging, meals and transportation in accordance with Section C-2.2.13. Any other PDO costs (non-crew related expenses, overhead and profit) for NUC-1 through NUC-5 are to be priced in the offeror’s PDO incident rate which will be paid as a one time payment precipitated by the onset of NUC-4. The final two phases of the PDO period, (NUC-4 and NUC-5) are anticipated to be a total of 49 days in duration, but may be extended as explained under note 2 above. The pricing related to the PDO period for each new ship is not associated with FOS, ROS or RAV.
5. The PDO incident rate price will be evaluated as one incident.
6. Payment of the awardee’s per diem rate will begin upon completion of PDO (for the SODERMAN). For the remaining seven ships, per diem payment for each ship will begin upon ship delivery. The approximate timeframe for the delivery of the seven LMSR vessels currently under contract is between 01 September and 01 October 2001. During the turnover period, the awardee will be paid its proposed per diem rate for one ship multiplied by the number of ships that have been delivered. Offerors should calculate their proposed per diems accordingly
7. Prices submitted for the readiness/manning status category FOS and PDO (and wage/fringe rates negotiated for RAV and ROS) must assume wages applicable to the Service Contract Act (SCA) and wages for which the SCA does not apply, i.e. one rate will apply for both SCA and Non-SCA.
8. The number of days identified above for FOS and RAV are for pricing and evaluation purposes only. Any representations to optempo per year are estimates only (Sec C-1.3.2).
9. The prices submitted for ROS and RAV will only consider direct costs for expenses other than wages and fringes, as well as indirect costs, G&A and Profit. Crew wages/fringe costs for Reduced Operating Status (ROS) and Repair Availability Status (RAV) will be negotiated on a case by case basis prior to a ship entering ROS/RAV, and will be based on specific crew requirements. Offeror’s proposed ROS prices will be evaluated for price reasonableness, however, they will not be considered in the price evaluation for contract award.

SECTION B - RATE SCHEDULE**CONTRACT YEAR 1**

OPERATION AND MAINTENANCE OF EIGHT LARGE MEDIUM SPEED ROLL-ON/ROLL-OFF SHIPS

| EXP | | Est Days/Incds/ | Per Diem/Per Ship |
|-------------|------------------------------|------------------------|--------------------------|
| TYPE | Description | Per Year | Price |
| 25213 | FOS | 2776 | \$ 14,771.77 |
| 25213 | RAV (See Section B Note 9) | 144 | \$ 2,461.00 |
| 25213 | ROS-4 (See Section B Note 9) | N/A | \$ 2,461.00 |
| 25212 | PDO Incident Rate (SODERMAN) | 1 | \$ 241,160.00 |

CONTRACT YEAR 2

OPERATION AND MAINTENANCE OF EIGHT LARGE MEDIUM SPEED ROLL-ON/ROLL-OFF SHIPS

| EXP | | Estimated Days | Per Diem/Per Ship |
|-------------|------------------------------|-----------------------|--------------------------|
| TYPE | Description | Per Year | Price |
| 25213 | FOS | 2776 | \$ 15,042.55 |
| 25213 | RAV (See Section B Note 9) | 144 | \$ 2,351.00 |
| 25213 | ROS-4 (See Section B Note 9) | N/A | \$ 2,351.00 |

CONTRACT YEAR 3

OPERATION AND MAINTENANCE OF EIGHT LARGE MEDIUM SPEED ROLL-ON/ROLL-OFF SHIPS

| EXP | | Estimated Days | Per Diem/Per Ship |
|-------------|------------------------------|-----------------------|--------------------------|
| TYPE | Description | Per Year | Price |
| 25213 | FOS | 2776 | \$ 15,612.92 |
| 25213 | RAV (See Section B Note 9) | 144 | \$ 2,437.00 |
| 25213 | ROS-4 (See Section B Note 9) | N/A | \$ 2,437.00 |

CONTRACT YEAR 4

OPERATION AND MAINTENANCE OF EIGHT LARGE MEDIUM SPEED ROLL-ON/ROLL-OFF SHIPS

| EXP | | Estimated Days | Per Diem/Per Ship |
|-------------|------------------------------|-----------------------|--------------------------|
| TYPE | Description | Per Year | Price |
| 25213 | FOS | 2776 | \$ 16,124.06 |
| 25213 | RAV (See Section B Note 9) | 144 | \$ 2,535.00 |
| 25213 | ROS-4 (See Section B Note 9) | N/A | \$ 2,535.00 |

CONTRACT YEAR 5

OPERATION AND MAINTENANCE OF EIGHT LARGE MEDIUM SPEED ROLL-ON/ROLL-OFF SHIPS

| EXP | | Estimated Days | Per Diem/Per Ship |
|-------------|------------------------------|-----------------------|--------------------------|
| TYPE | Description | Per Year | Price |
| 25213 | FOS | 2776 | \$ 16,870.55 |
| 25213 | RAV (See Section B Note 9) | 144 | \$ 2,757.00 |
| 25213 | ROS-4 (See Section B Note 9) | N/A | \$ 2,757.00 |

SECTION C-1 GENERAL

1.0 **General.** The following paragraphs describe the general scope of the Performance Work Statement (PWS).

1.1 **Scope of Work/Mission.** The Contractor shall operate eight Large Medium Speed Roll-on/Roll-off (LMSR) vessels in a professional manner, maintain the vessels in good condition and ensure that the vessels are mission-ready at all times.

1.2 **Operational Control (OPCON).** Operational Control will be exercised by the Operational Commander. The ships are projected to operate in the Pacific under the ultimate operational control of CINCPACFLT or CENTCOM. Each operational mission will be the subject of a classified Operational Order (OPORD) or Sailing Order (SAILORD) that specifies exactly how the mission will be accomplished. Delay of the ship or diversion from operations will be reported immediately to the Operational Commander. The ships shall be prepositioned in the Western Pacific, Indian Ocean, Arabian Gulf, and Persian Gulf. However, the Government reserves the right to utilize the vessels in additional locations for the prepositioning of Army cargo. After cargo download will then be available as a common user asset. The Government shall obtain clearances to operate in foreign territorial waters and call at foreign ports.

1.3 **Area of Operations.** Area of operations shall be worldwide. Both the ships and the cargo are designed for extended, independent underway operations in remote geographic areas. Therefore, self-sufficiency in operations and maintenance is an important mission objective.

1.3.1 **Hours of Operation.** The LMSRs will be operated 24 hours a day, 7 days a week unless otherwise directed by the Government.

1.3.2 **OPTEMPO.** Normal optempo is expected to consist of 85 percent inport and 15 percent underway per ship, but is not warranted. Operational commitments, however, may warrant deviation from this schedule. (See LMSR Technical Manual, Section 3).

1.3.3 **Weather Information and Ship Routing.** The Naval Oceanography Centers will provide Optimum Track Ship Routing (OTSR) for the LMSRs in accordance with COMSCINST 3121.9 Series. Routes assigned by the OTSR program are recommendations to the Master.

1.4 **Administrative Control (ADMINCON).** Administrative control will be assumed by the Prepositioning Program Office (PM 3) and the respective squadron.

1.5 **Transition Requirements.**

1.5.1 **Contractor Phase-In.** The Government will provide phase-in guidance to the Contractor prior to the commencement date. The Contractor shall be responsible for requirements of the contract as of the contract commencement date. The contract commencement date shall be the date the Contractor's personnel begins pre-delivery orientation and familiarization onboard the first ship.

1.5.2 Contract Commencement. Contractor shall participate in pre-delivery (PDO) events (for the USNS SODERMAN) and ensure that appropriate crewmembers report onboard as required as detailed in Section 3.5 of the Technical Manual. The costs associated with PDO, excluding crew wages, transportation, subsistence and lodging, shall be a paid as a one time incident rate in the amount proposed by the Contractor under the Section B rate schedule.

1.5.3. Subcontract Novation. Prior to the commencement of any contract awarded under this solicitation, the incumbent Contractor under Contract N00033-97-C-3004, Maersk Line Limited (MLL), may have in place a subcontract for the Post Shakedown Availability and the construction of a Flag Suite onboard the USNS SODERMAN. MLL's involvement in this subcontract was solely for the purpose of issuing, evaluating, and awarding a subcontract for this work, prior to the commencement of the contract resulting from this solicitation. Accordingly, the offeror agrees that upon notification of award by the Contracting Officer, it will, by written novation agreement, assume all rights and contractual obligation entered into by Maersk with the ship yard facility for the work referenced above. A copy of the Novation Agreement, provided under Attachment K, will be incorporated into the work package solicited by MLL. Upon novation, the Contractor will assume all responsibilities and liabilities of MLL under the existing subcontract and MLL will be released and discharged by the awardee of the subcontract from any further responsibility. The Contractor will be responsible for the management and contract administration of subject subcontract for which direct costs will be reimbursable in accordance with Section C-3.2.

1.5.4 Correction of Shipyard Guarantee Items The baseline condition of each ship will be determined by the Government and the construction shipyard prior to vessel delivery. This inspection will determine and identify the shipyard guarantee items. The Contractor may be required to correct deficiencies identified by the Government at commencement which are related to shipyard guarantee items. Costs associated with these deficiencies are reimbursable **under Section B**. Correction of guarantee items shall be accomplished as required by Section 15 of the LMSR Technical Manual. The Contractor will not be entitled to recovery of indirect costs or profit for the correction of these shipyard guarantee items.

1.5.5. Termination. The Contractor shall return each ship to the Government at the end of the five-year contract performance period, except when the contract has been canceled by the Government. The Government shall have a unilateral right to terminate this contract at no expense to the Government at any time after the first contract year. The Government shall issue a termination notice, in writing, 60 days before the effective termination date. The Government shall not be required to justify cancellation of this contract.

1.5.6 Turnover Inspections. Up to two months before the Contractor's turnover of the ships to a follow-on Contractor, each ship will be surveyed by an independent third party selected by the Government. The ships' condition at redelivery will impact final award fee determination pursuant to Section H-5. The Government may direct the Contractor to correct the any turnover deficiencies as a part the maintenance and repair budget. In addition, underwater hull inspection shall be accomplished by an independent third party. This inspection is for the general information of the parties and is not related to the turnover inspection.

1.5.7 Vessel Turnover. Custody of a ship shall be deemed transferred when the Government releases the Contractor from responsibility for the ship; or if lost, at noon of the day lost (if that date is not known, at noon of the day when last heard from); or from the time when the ship is declared a constructive total loss by the Government. Transfer of custody for reason of loss relieves the Government of any further obligation for the payment of the per diem rate.

1.6 Personnel.

1.6.1 Shore-based personnel. The Contractor shall maintain a sufficient number of qualified shore staff personnel to perform the duties and obligations required under the provisions of the contract. The Contractor shall employ sufficient numbers of Port Captains and Port Engineers to oversee worldwide operations for the vessels under this contract. All Port Captains and Port Engineers shall possess a SECRET security clearance in order to receive classified material as needed.

1.6.1.1 Submission of Resumes. The Contractor shall submit to the Contracting Officer current resumes with clearly defined experience summaries for all shoreside port-engineers, shoreside port-captains, and the property administrator within the management structure of the Contractor's staff prior to their employment in support of this contract. The Contracting Officer will review all resumes submitted by the Contractor and will approve or disapprove the employment of each individual. If the Government has any reason to be dissatisfied with the qualifications, conduct or performance of any shoreside person employed by the Contractor, the Contracting Officer will provide particulars to the Contractor who shall promptly investigate and take appropriate corrective action up to and including dismissal of the employee.

1.6.2. Shipboard Personnel. The Contractor shall provide efficient and sufficient complement of trained, qualified, medically/dentally and psychologically fit personnel consistent with the ship's mission and projected area of operation. The Master, Officers, and entire crew shall be U.S. citizens and must be literate in English. All crewmembers must possess valid and current certificates, licenses, and documents. The Contractor shall develop and maintain a contingency plan adequate to ensure that there will be no interruption of services due to labor disruption within the contractor's own labor force. The minimum manning requirements are identified in Section 4 of the LMSR Technical Manual.

1.6.2.1 Deduction for Crew Shortages. The Contractor shall maintain a list of crew shortages (by billet) and will calculate wages and fringes associated with these shortages every billing cycle. A copy of this list shall accompany the per diem invoice for the covered period, and the total wage/fringe shortage values shall be reflected as a credit to the Government by a line item deduction on that invoice.

1.6.2.2 Provide Medical Representative (MR). The Contractor shall ensure that each ship has designated at least one licensed officer as Person In Charge of Medical Care (PIC Medical Care) aboard ship. This person shall meet the medical training standards as set forth in Section C-4.7.3.1.7.

1.6.2.3 **Key Shipboard Personnel.** The Contractor shall forward current resumes, USCG licenses and include training, medical and qualification records of each prospective Master, Chief Mate, Chief Engineer, First Assistant Engineer, and Medical Representative to the Contracting Officer for approval prior to their actual assignment to a ship. The Contracting Officer may reject such personnel for assignment. Should the Government have any reason to be dissatisfied with the conduct or performance of any shipboard personnel employed by the Contractor, the Contracting Officer will provide particulars to the Contractor. The Contractor will promptly investigate the matter and take the appropriate corrective action up to and including dismissal of the employee, and notify the Contracting Officer of action taken.

1.6.2.4 **Merchant Marine Cadets.** The Contractor shall participate in programs for Merchant Marine Cadets for training of engine and deck cadets under the sponsorship of the U.S. Merchant Marine Academy and all accredited state maritime schools. Two cadets must be onboard at all times. Available positions shall be distributed as equally as possible among the requesting schools. The carriage of cadets shall not interfere with the carriage of personnel assigned by the Government on either a temporary or permanent duty basis. Subsistence, quarters, and training (as required by the cognizant school) shall be provided by the Contractor. Cadet wages shall be paid by the Contractor and reimbursed by the Government, but cadet wages shall not exceed the rate set forth in 46 CFR. Cadet transportation costs shall be paid by the Contractor and reimbursed by the Government, but shall not exceed the rate set forth in applicable DOD travel regulations. Government reimbursement of cadet wages and travel will be limited to one (1) deck and one (1) engine cadet per ship at any time.

1.6.2.5 **Appearance.** The Contractor shall ensure that the appearance, dress and behavior of the Officers and Crew is a credit to the U.S. Naval status of these ships and will establish appropriate dress and grooming standards for shipboard personnel.

1.6.2.6 **Cargo Maintenance Personnel** In addition to the Contract operator's crew, there will be a Cargo Maintenance Crew (CMC) onboard each vessel. Up to eight (8) individuals will be assigned to the CMC during LMSR deployments. Their purpose is to perform baseline, sustainment maintenance on the cargo carried aboard each ship. They are contracted for by our Sponsor, the U. S. Army. The CMC team will require one dedicated berthing space for the team leader, a Supercargo Berthing Space or equal, with private shower and sanitary facilities. They will require bunkroom style berthing or better, for the remainder of the team with a dedicated shower and sanitary facility for the sole use of the CMC team.

While these technicians are considered part of the ship's crew and therefore, are the Master's overall responsibility while aboard his ship, the CMC team is under contract to our Sponsor. The Contract operator of our LMSR vessels shall refrain from committing any financial resources to support this team which would require Government (Military Sealift Command or U. S. Army) reimbursement of the Contractor. Specifically, in the area of care and husbanding of the CMC team during inport periods by the Contract operator's representatives, Agents, or designated crewmembers. For all other shipboard considerations, the CMC team shall be considered a part of the ship's crew, under direct contract to our Sponsor. The CMC team leader shall be responsible to the ship's Master for all issues concerning the CMC team and their integration into the ship's force.

1.6.2.7 **Commander, Afloat Prepositioning Squadron Four** USNS Soderman (T-AKR 317) is the primary Squadron Flagship and USNS Red Cloud (T-AKR 313) is the alternate Flagship for the Commodore, and his Squadron Staff. The Squadron Staff consists of a Commodore (USN O-6), Chief of Staff (USN O-4/5), Readiness Officer (USN O-3), Operations Officer (USN O-3), Material Officer (USN O-2/3), and support staff of enlisted personnel in addition to Military Sealift Command contracted Communications Technicians of up to five (5) personnel. Total Squadron personnel of both uniformed and contractor communications members will be up to twelve (12). Berthing assignments have already been designated for both of these ships and will not impact contractor ship's crew berthing assignments except as unusual conditions may warrant. The Soderman and Red Cloud contract operator crews may expect to have these additional personnel aboard at times throughout the duration of this contract. One of these ships will have the Squadron aboard throughout the duration of this contract. These personnel would be in addition to the eight CMC personnel described in paragraph 1.6.2.5.

1.6.3 **Medical Requirements**

1.6.3.1 **Medical Consultative Services.** The Contractor shall provide access to medical consultative services for the ships. The medical consultative service shall be available 24 hours per day, seven days per week, from a licensed physician with emergency medical experience, who also has experience with shipboard living conditions, illnesses and injuries. The physician/facility shall be available to communicate with the ship normally within 30 seconds of establishment of direct communication by the ship. All costs associated with the Medical Consultative Service shall be for the Contractor's account.

1.6.3.2 **Medical Requirements.** Each employee shall be certified by the contractor's designated licensed physician to be "physically and psychologically fit for duty at sea" prior to assignment to a ship. The contractor shall provide all crewmembers with medical/dental multiphasic screening physical examinations in accordance with COMSCINST 6000.1 Series. To ensure that all elements of multiphasic screening have been satisfied, the following statement of fitness must be certified on each mariner's Physical Examination Report above the signature of the Designated Maritime Physician:

"[Mariner's Name and Social Security Number] has been examined and found to be physically and psychologically qualified for duty at sea in an isolated environment in accordance with COMSCINST 6000.1 series".

1.6.3.3 **Provide Medical History.** Crewmembers shall not be accepted for employment if previously repatriated for a medical condition, unless a complete report from a physician provides verification that the predisposing condition has been corrected or cured, and such report has been approved by the Contractor's designated licensed physician. The Contractor shall not supply crewmembers who have any existing health conditions which constitute a hazard to that person or others onboard ship, notwithstanding that the health condition is being treated by medication. A high-risk medical condition shall subject the individual to immediate repatriation. The contractor shall subscribe to the casualty report service offered by the Marine Index Bureau

(MIB). All crew members shall be screened during pre-employment multiphasic physical examinations to ensure that they are in good physical condition, do not have a history of injuries onboard ship, and do not have a history of inability to perform the physical requirements for which they are applying.

1.6.3.4 **Medical Records.** Medical records for each crewmember shall be developed by the Contractor prior to assignment to the ship. This record shall be maintained onboard the vessel to which the mariner is assigned and shall be updated as necessary.

1.6.3.5 **Immunizations.** All Contractor and Sponsor personnel embarked shall have received current immunizations in accordance with NAVMEDCOMINST 6230.3 Series, "Immunization and Chemoprophylaxis", prior to assignment to any ship. All embarked contractor personnel shall be required to obtain other immunizations as instructed by the Contracting Officer.

1.6.4. **Personnel Deficiencies.** If the Contractor is unable to meet the manning requirements of this contract, the Government reserves the right to man the ships by whatever means necessary, and reserves the right to seek all remedies which it is entitled to under this contract.

1.6.5 **Comply with Personnel Security Requirements.** The Contractor shall provide the Master, Chief Mate, Chief Engineer and one other officer, as designated by the Contractor, with SECRET security clearance. Security clearances must be in place prior to reporting to the ship unless granted a waiver, in advance, by the Contracting Officer. It is the Contractor's responsibility to submit security clearance paperwork in the proper format and in a timely manner. Other personnel do not require a security clearance. For those positions requiring no clearance, the Contractor shall determine the trustworthiness, reliability, and integrity of each person prior to assigning them to a ship by interviewing the individual, checking references, addresses, and work record. The Marine Index Bureau shall be used as a part of this process. Also, before a crewmember is assigned, the Contractor shall complete a Standard Form 86 and submit it to the PIC Center in Baltimore, MD for a National Agency Check. The completed NAC will be forwarded to MSC who will determine if it contains information that indicates that an individual is unsuitable for employment onboard these vessels, in which case the individual will be debriefed, dismissed, and replaced at the Contractor's expense.

1.6.6 **Continuity of Employment.** The Contractor shall ensure continuity of employment to the greatest practicable extent among licensed and unlicensed personnel.

1.6.7 **Communications Requirements.** The Contractor shall have an electronic mail system and facsimile machine installed at his primary office site to provide direct communications between the Contractor, COMSC, Area Commands and Squadrons. If the Contractor elects to use field or satellite offices, they also shall be so equipped. . The Contractor's central office shall also have STU III and PPS System capabilities in meeting Government requirements for security. All costs for official communications from the ship, including INMARSAT service, is reimbursable.

1.6.8 **Personnel Interaction.**

1.6.8.1 **Master Responsibilities.** The Master is responsible for the navigation, care and custody of the vessel and cargo and as well as the safety of personnel embarked. The Master shall comply with MSC SAILORDS and OPORDS. The Master shall exercise due diligence to observe all such orders and instructions. The Master shall enforce all laws of the United States which are those of a Master of a ship to enforce, and all applicable rules and regulations of the U.S. Coast Guard and Military Sealift Command. In the case of emergency, nothing in this contract shall be construed as preventing the Master from taking the most effective action which, in his judgment, will rectify the situation causing the emergency, and thereby safeguard life, property and the ship. The Master will have authority to abort operations temporarily on the basis of clear and present danger to life and property at sea, and will inform the Operational Commander with an information copy to COMSC and the cognizant Area Commander. The Master shall provide a written report of the action taken, his rationale, and recommendations as soon as possible. Under normal operating conditions the Master shall not take any mission aborting action without consultation with and prior approval of the Fleet Commander.

1.6.8.2 **Crewmember Emergencies.** Embarked personnel will be made cognizant that personal emergencies becoming known while the ship is operationally employed will not be considered justification for aborting a mission or otherwise calling on any port solely to accommodate the emergency. Additionally, there will be times when no personal communications may be transmitted from the ship. The appropriate course of action for handling medical emergencies at sea will be decided on an case-by-case basis by the Master and Medical Representative in consultation with the Operational Commander.

1.6.9 **Chemical Testing.** The Contractor shall comply with all the requirements of 46 C.F.R. Part 16 for chemical tests for dangerous drugs and alcohol, notwithstanding that the LMSR's are public vessels and not subject to the requirements of 46 C.F.R. Part 16. For purposes of this requirement, the Contractor shall be deemed a "marine employer" and individuals hired to serve onboard the ships shall be deemed "crew members" as those terms are used in 46 C.F.R. Part 16. This requirement includes performance of random testing, and associated training as required by 46 C.F.R. Part 16. Costs associated with Chemical Testing are not reimbursable.

1.7 **Security Requirements.** The Contractor shall handle, store, and maintain classified material and shall comply with the requirements set forth in DOD 5220.22M, National Industrial Security Program Operating Manual and DD Form 254, DOD Contract Security Classification Specification.

1.7.1 **Shipboard Physical Security.** The Contractor shall meet the physical security standards and shall provide the elements of physical security as specified in COMSCINST 5530.3 series. Maintenance and upkeep for all installed and portable physical security equipment, when placed onboard the ships, will be the responsibility of the Contractor under the fixed price portion of the contract. Section C-4.8 identifies specific physical security requirements.

1.8 **Quality and Safety Management System.** The Contractor shall develop and maintain a certified safety management system which fulfils the requirements of the International Maritime Organization's (IMO) International Safety Management Code (ISM). This system can be developed and implemented in conjunction with the Contractor's existing Quality System or an

internationally accepted and certified quality system. The Contractor shall obtain and maintain ISM certification both ashore (Document of Compliance) and afloat (Safety Management Certificate) aboard each vessel from an USCG approved certifying body. The Document of Compliance shall be in place three (3) months after delivery of the vessel and each ship shall have a Safety Management Certificate within six (6) months of each ship's delivery.

1.8.1 **Quality System Plan.** The Contractor's quality system procedures, documentation, and data that comprise the system shall be incorporated into a Quality System Plan and provided to the Government for review within 60 days of contract award as detailed in Clause F-3 of the contract. Requirements for the documentation of the Quality System are detailed in Chapter 16 of the LMSR Technical Manual. Existing quality documents that meet the requirements of this contract may continue to be used.

1.9 **Quality Assurance Surveillance.** The Government will monitor the Contractor's performance in accordance with Section E, Inspection and Acceptance. While the Contractor pursues ISM certification and after each ship is certified, the Contracting Officer may elect to rely more heavily on Contractor inspection and test records. The Government will sample these records to verify that the Contractor has identified deficiencies and has taken appropriate corrective action. If appropriate corrective action has been taken, the Government will not routinely utilize Section 2 of the LMSR Technical Manual to calculate a contract deduction. If the Contractor is not making progress toward certification, or fails to maintain certification, the Contracting Officer reserves the right to revert to contract surveillance in accordance with the Performance Requirements Summary (LMSR Technical Manual, Section 2). The Contracting Officer, or designated representative reserves the right to attend those portions of the Contractor's Quality and Safety Management System Executive Review that pertain to the LMSR contract. The Contractor shall provide the Contracting Officer at least 14 working days notice when any such review is scheduled.

SECTION C-2 GOVERNMENT FURNISHED PROPERTY AND SERVICES

2.0 General. The Government will provide, at Government expense, the facilities, materials, equipment and/or services necessary for the operation of the LMSR vessels.

2.1 Property. – See LMSR Technical Manual Section 7.

2.1.1 Medical Supplies. The Government will provide only the USNS SODERMAN with medical supplies, equipment, and reference material at the beginning of the contract period. After delivery of USNS SODERMAN and the turnover of T-AKR 310-316, the re-supply of the authorized medical supplies and the procurement of additional reference material may be achieved by using either the Navy Supply System or commercial sources. The Government will assume the cost for all consumable medical supplies procured, so long as the total level of supply is not more than twice the AMAL level per each stock item. The Contractor shall be responsible for continuously maintaining the medical supplies at no less than 90% per line item of required allowance. Since changes to the AMALs occur frequently, the Contractor shall download the latest LMSR AMALs from the NAVMEDLOGCOM website at least quarterly. If the Contractor procures medical supplies commercially, the Contractor must maintain an up-to-date NSN to Part Number cross-reference and include that cross-reference in all medical supply invoices. Upon vessel delivery and during periods when the vessels return to CONUS, commercial medical service providers may visit LMSR vessels for the purpose of conducting a thorough inventory, setting up the hospital, and identifying any missing items required to meet the current AMAL. Costs associated with this service, including travel and expenses are reimbursable under CLIN 0006AX. All replacements shall be of equivalent quality to the items initially furnished, and all replacement medicines shall be FDA approved and licensed in accordance with NAVMED P-117.

2.1.1.1 Control and Maintenance of Medical Items. The Contractor shall establish and maintain adequate and reasonable controls and procedures for the custody and safekeeping of all medical supplies and equipment. Controlled medicinal substances (narcotics, etc.) will be inventoried and maintained in accordance with COMSCINST 6000.1 Series. The Contractor will ensure that all medical equipment is maintained in good working order at all times.

2.2 Services. Unless otherwise stated, the Government will furnish or reimburse the Contractor as a part of its annual Port Services budget for actual cost of the following services. In the event Government contracts are in place for port or agent services, the Contractor shall utilize those contracts prior to using commercial sources. If utilization of Government contracts for agent or port services would adversely impact the mission of these ships, the Contractor shall notify the Contracting Officer prior to utilizing commercial sources. Sixty days after contract award and on 1 August each subsequent year thereafter, the Contractor shall submit a budget for all reimbursable port services for review and approval. Upon agreement of the budget, the Contractor will be responsible for managing this budget and providing quarterly reports of expenditures by CLIN as identified in Section B of the contract. The Contractor shall notify the Government when 80% of the budgeted amount has been expended. The Port Services budget will be audited annually to determine whether the contractor's charges against the budget were reasonable, allowable, and allocable. The Contractor is required to develop programs or methods

to continuously control costs of all reimbursable items. Any cost savings realized by the Contractor for reimbursable budgeted items will be evaluated during the award fee determination.

2.2.1 Port Services. The Contractor will arrange for all port services. The Government shall furnish either directly or on a reimbursable basis all port services specified herein. Port services include tugs, pilots, berthing, potable water, feed water, shore power, shore steam, trash and garbage removal, oily waste removal, sewage removal, hazardous materials removal, line handlers, dedicated telephone service for the Sponsor to conduct the Sponsor's business, and liberty launch services.

2.2.1.1 Other Port Charges and Expenses. As a part of the budgeted amount for Port Services, the Government shall reimburse the Contractor for costs of equipment required for loading and unloading

Sponsor equipment, canal tolls, port/local taxes (provided the Contractor exercises due diligence in seeking on behalf of the Government immunity from such dues and taxes), entering/leaving port fees, customs broker fees, ballasting or shifting berths pursuant to Government orders and any other similar port charges for ports visited at the Government's direction, except as any of the foregoing pertains to the Master, officers, and crew. The Government shall not reimburse the Contractor for expenses incurred by the Contractor for services rendered for the convenience of the ship, its crew, or in connection with the Contractor's business such as fees of underwriters, or expenses in moving the ships about the port to obtain stores or provisions.

2.2.1.2 Agents Fees. The Government shall reimburse the Contractor for the customary fee paid to agents in conjunction with the husbanding of the ships, including the fees of agents appointed for canal transits and at bunkering ports. At ship delivery, the Contractor shall submit to the Government the name of each agent it proposes to employ during the contract period and anticipated fee structure. Additionally, the Contractor shall provide updates as additional agents are required. The Government retains the right to disapprove proposed agents and to require that the Contractor discontinue using an agent whose performance the Contracting Officer finds to be unsatisfactory. The Contractor should employ Agents with systems or the ability to develop systems to establish "pro-forma" port services costs. Agents should demonstrate proficiency in cost efficiency management and have methods to monitor and control costs. The Agent shall submit quarterly reports detailing cost saving mechanisms and pro-forma port service rates. The Government shall pay the Contractor up to \$40.00 per port call for postage and petty expenses (including photocopying) in foreign ports, the Canal Zone, Guam, the Virgin Islands, and Puerto Rico.

2.2.2 Clearances. The Government will secure diplomatic clearances, operational area clearances, and explosive charge clearances when and where required. The Government (MSC) will secure port visit clearances.

2.2.3 Fuel/Oil. Except as provided below, the Government will furnish either directly or on a reimbursable basis, all required fuel, lubricants, and hydraulic oil. Packaged petroleum products

(degreasers, cutting oils, etc.) are consumable supplies and are to be provided by the Contractor at its expense regardless of quantity. The grades of fuel used onboard the ships are set forth in Section 12 of the LMSR Technical Manual.

2.2.3.1 Sources of Fuel and Lube/Hydraulic Oil. The Contractor shall obtain fuel from either DESC military stocks or DESC contract and lube/hydraulic oil from the Government appointed commercial Contractor. The Contractor shall provide the Government representative notice ten (10) days in advance of all fuel and lube/hydraulic oil requirements. Commercial sources may be utilized only when the required sources are either not available or would cause the diversion or delay of the ship. In such a case, the Contractor will obtain the service of an Independent Surveyor to ensure the fuel provided by the supplier is of the proper quality and quantity. Fuel and lube/hydraulic oil shall be purchased on a competitive basis. The Contractor shall solicit competition to the maximum extent practicable and submit the results to the Contracting Officer for consent to subcontract prior to purchasing the fuel. The Contractor shall submit invoices for fuel or lube/hydraulic oil cost reimbursement which shall document the competitive quotes obtained. The Government will reimburse the Contractor for all reasonable expenses incurred to purchase commercial fuel or lube/hydraulic oil including loading fuel/oil from lighters, lighter demurrage or detention, shifting lighters for the convenience of the ships, handling lighter lines, and other such expenses which the Contracting Officer finds necessarily and reasonably incurred in the loading of fuel/oil on the ships, including crew overtime and penalty time incurred outside the normal workday when the Government can not accommodate a request for fuel/oil during the working day.

2.2.4 Oil Analysis. The Government will make available oil sample analysis services for the ships pursuant to Section 11 of the LMSR Technical Manual.

2.2.5 Boiler Feed Water and Diesel Engine Jacket Cooling Water Conditioning. The Government will make available the boiler water and diesel engine cooling water conditioning services pursuant to Section 10 of the LMSR Technical Manual.

2.2.6. Maintenance and Repair. Sixty days after contract award and on 1 August each subsequent year thereafter, the Contractor shall submit a budget for all Maintenance and Repair activity onboard the ship for review and approval. This budget will encompass the contractor's costs for Preventive Maintenance, Predictive Maintenance, Corrective Maintenance, Industrial Assistance, as well as costs associated with the shipment and replacement of installed equipment and repair parts. Upon agreement of the budget, the Contractor will be responsible for managing this budget and providing quarterly reports of expenditures by CLIN as identified in Section B of the contract. The Contractor shall notify the Government when 80% of the budgeted amount has been expended. The Maintenance and Repair budget will be audited annually to determine whether the contractor's charges against the budget were reasonable, allowable, and allocable.

2.2.7 Industrial Assistance. As a part of the annual Maintenance and Repair budget, the Government will reimburse industrial assistance in accordance with Section 9 of the LMSR Technical Manual. An integral part of Industrial Assistance and the overall concept for

maintenance and repair is the utilization of riding crews. The Contractor is required to use riding crews for maximizing ship smartness to the extent feasible, considering operational constraints.

2.2.7.1 Service and Technical Representatives. As a part of the annual Maintenance and Repair budget, the Government will reimburse the Contractor for actual contractually reimbursable costs for service and technical representatives required to assist the Contractor with maintenance and repair tasks.

2.2.7.2 RAV Personnel Requirements. The Government will reimburse the direct expenses of crewmembers remaining onboard during periods of RAV in accordance with Section F-5. These direct expenses include total crew wages, including fringe benefits and payroll taxes, subsistence, lodging (if required), local transportation costs, and any extraordinary direct expense incurred with the Contracting Officer's prior approval. The Contractor shall exercise prudent judgment to minimize all such direct expenses and shall request the Contracting Officer's prior approval of any action affecting such costs.

2.2.8 Salvage Assistance. The Government is responsible for arranging salvage assistance. In circumstances where Government provided assistance is not available, the Contractor will be tasked to provide such services on a reimbursable basis.

2.2.9 Overtime. The Contractor is required to maintain the manning requirements specified in Section 4 of the Technical Manual, seven days a week (including weekends and holidays). Any overtime incurred for the purpose of maintaining required "watches" shall be part of the fixed price per diem.

Sixty days after contract award and on 01 August each subsequent year thereafter, the Contractor shall submit a budget for all reimbursable overtime for review and approval (the Contractor shall provide a flat overtime rate, including fringes for each crewmember). This annual budget for overtime will reimburse the Contractor on an hourly basis for all additional non-watch overtime labor hours for work performed in support of this contract. The Contractor will be responsible for managing this budget and providing quarterly reports of expenditures. The Contractor shall notify the Government when 80% of the budgeted amount has been expended. The overtime budget will be audited to determine whether the contractor's charges against the budget were reasonable, allowable, and allocable.

2.2.10 Food Service. The Government will reimburse the Contractor for meals served to Government/Sponsor personnel not permanently assigned to the ship. The Government will reimburse the Contractor one ration per person for each day that additional personnel are onboard. Reimbursement for meals shall be at the following rates:

- A fixed rate of \$7.96 per ration (three scheduled meals for one person)
- Single meal rate per person shall be \$1.60 for breakfast, and \$3.18 for lunch or dinner.

The above Basic Daily Food Allowance (BDFA) rates are intended to cover all subsistence costs. All civilian guests will pay the ship's Steward directly for meals consumed. The Government will reimburse the Contractor for meals provided to U.S. Military Officers and enlisted personnel at the rates identified above. U.S. Military Officers will reimburse the appropriate Comptroller for meals consumed.

2.2.11 Mail. The Contractor shall collect, forward, and deliver the ship's mail in accordance with COMSCINST 3121.9 Series. The collection, forwarding, and delivering personal and official mail shall occur on a daily basis. The ships will be assigned Navy Fleet Post Office addresses, and forwarding services.

2.2.12 Training. Training requirements consist of (a) Government provided training for which associated costs are not reimbursable; (b) Contractor training requirements for which the Contractor shall develop training courses and programs (see Section C-4.7.3) and for which associated costs are not reimbursable; and (c) other additional Government required training for which all costs including tuition, total wages, per diem and travel expenses are reimbursable (See Section C-4.7.4). Associated costs are defined as wages, per diem and travel. Travel and per diem expenses shall be reimbursable in accordance with C-2.2.13. The contractor will not be charged tuition costs for any Government provided training listed in Section C-4.7.2.

2.2.13 Travel. As a part of the annual budgeted for Port Services, the Contractor shall be reimbursed for actual transportation costs, lodging, meals and incidental expenses for crewmembers related to relief/rotations as well as required Port Captains and Port Engineers during industrial assistance and alterations over \$100,000 outside CONUS. The Contractor shall utilize the established rates for Government personnel for transportation and lodging. Reimbursement for airfare shall not exceed the lowest customary standard, coach or equivalent airfare offered during normal business. The Contractor will not be reimbursed for travel expenses unless audited records for transportation contain evidence, such as original receipts substantiating actual costs incurred for travel. In no event will reimbursement exceed the published rates of common carriers. Expenses for lodging, meals and incidental expenses shall be reimbursed to the Contractor, provided that the overnight stay was documented as necessary. Actual costs shall be considered reasonable, allowable, and reimbursable only to the extent that they do not exceed on a daily basis the maximum per diem rate in effect at the time of travel as set forth in the Federal Travel Regulations, Joint Travel Regulations and Standardized Regulations as set forth in FAR 31.205-46.

2.2.14 Pre-Delivery Orientation and Familiarization Crew Wages, Transportation, Subsistence and Lodging. The Contractor shall be reimbursed for crew wages incurred during the pre-delivery orientation and familiarization period (PDO) defined in Section 3.6 of Technical Manual. Transportation, subsistence and lodging expenses incurred by the crew during the orientation and familiarization period are reimbursable in accordance with Section C-2.2.13. The Contractor shall be paid the PDO incident rate indicated in the Section B rate schedule, billable upon the onset of NUC-4 (see Section 3.6 of the Technical Manual, and paragraph 4 under Section B Notes).

2.2.15 Additional Crew Wages and Transportation. When authorized by the Government to support sponsor events or requirements, the Contractor shall be reimbursed by the Government for crew wages, transportation, and subsistence and lodging expenses incurred by the additional crewmember(s). Transportation expenses incurred by the additional crewmember(s) are reimbursable in accordance with C-2.2.13.

2.2.16 Overlapping Crew Wages. The Contractor should assume, and include in its proposed per diem rates (Form A, Other Direct Costs), a two day turnover over period in Diego Garcia when replacing Master, Chief Mate and Chief Engineer. The Government, however, for all crewmembers may reimburse additional overlapping crew wages and travel expenses associated with excessive/ unusual delays on a “case by case” basis.

2.3 Reimbursables. When the Contractor purchases material or services that are reimbursable under the terms of the contract, the Government will pay the Contractor those direct costs actually incurred by the Contractor, excluding all indirect costs and profit or fees, for acquiring those supplies and services which are expressly identified as reimbursable items by this Contract, provided the Contracting Officer determines these costs to be fair and reasonable [See Section I-1, FAR 52.244-1, Subcontracts (Cost Reimbursement and Letter contracts) and FAR 52.244-2, Competition in Subcontracting]. Sixty days after contract award and on 1 August each subsequent year thereafter, the Contractor shall submit a budget for the next fiscal year for review and approval for Maintenance and Repair, Crew Overtime and Port Services as detailed below. The Contractor shall notify the Contracting Officer when 80% of the budgeted amount has been expended so a determination can be made whether additional funds are required. Upon Government agreement to the budgets, the Contractor will be responsible for managing the budgets and providing reports of expenditures by CLIN and monthly invoices as provided for in Section G and Attachment J of the contract.

Funding for budgeted reimbursables will be spread across the twelve (12) month budget period. The Contractor will be reimbursed monthly for the actual expended costs detailed in the monthly expenditure report required by Section G and Attachment J of the contract. If actual expended costs for the month are less than the budgeted amount, the surplus will be accrued to the next month. The budgets will be audited annually to determine whether the contractor’s charges against the budgets were reasonable, allowable, and allocable as a part of the Contracting Officer’s award fee determination.

As a part of managing the reimbursable budgets, the Contractor shall develop a system for tracking reimbursable expenses which will establish norms for recurring expenses and “red-flag” those expenses which exceed 10% of the established norm. The Contractor shall justify any expenses charged against the reimbursable budget, which exceed 10% of the norm.

In addition to the budgeted reimbursables, the CLIN’s identified below as “Other Reimbursables” will be reimbursable as the service occurs. Invoices for these items will be reimbursed pursuant to Section G and Attachment J of the contract.

Budgeted Items**1. Maintenance and Repair****ITEM**

ABS Classification Costs
 Underwater Hull Maintenance
 Industrial Assistance
 Propeller Polishing
 Service and Technical Representatives
 Repair Parts
 Replacement of Installed Equipment
 Calibration of Test Equipment, Meters,
 and Gauges
 Chemical Cleaning of Cargo Holds
 Lube Oils, Chemicals Testing
 Firefighting Foam Analysis
 Ship Spare Parts
 USCG Travel
 Shipment of Repair Parts, Equipment,
 Furnishings, Equipage

REFERENCE/PARAGRAPH

Technical Manual Section 8.4.2
 Technical Manual Section 8.7.4.1
 C-2.2.7/Technical Manual Section 9
 Technical Manual Section 8.7.4.2
 C-2.2.7.1
 C-4.4.3.1.2.2
 C-4.4.3.1.2.2
 Technical Manual Section 8.7
 Technical Manual Section 8.7.5.2.1
 Technical Manual Sections 8/11
 C-4.4
 Technical Manual Section 8.4.1.2
 C-4.4.4

2. Crew Overtime**ITEM**

Crew Overtime

CLIN/LOA

0002/2521G

REFERENCE/PARAGRAPH

C-2.2.9

3. Port Services**ITEM**

Canal Tolls
 Docking
 Agent Fees
 Pilot Fees
 Tug Services
 Taxes, Duties, Customs
 Line Handling
 Liberty Launch Service
 Trash Disposal
 Loading/Discharge of Sponsor Material
 Sponsor Telephone Charges
 Other Port Charges
 Crew, Port Captain, Port Engineer Travel
 Overlapping Crew Wages

REFERENCE/PARAGRAPH

C-2.2.1.1
 C-2.2.1
 C-2.2.1.2
 C-2.2.1
 C-2.2.1
 C-2.2.1.1
 C-2.2.1
 C-2.2.1
 C-2.2.1
 C-2.2.1.1
 C-2.2.1
 C-2.2.1.1
 C-2.2.13/C-2.2.15
 C-2.2.16

4. Other Reimbursables

| <u>ITEM</u> | <u>REFERENCE/PARAGRAPH</u> |
|--|---------------------------------------|
| Pre-delivery Orientation/Familiarization | C-2.2.14 |
| Crew Wages, Subsistence and Lodging | |
| ROS Direct Expenses | F-5(b) |
| War Risk Bonus and Extra Wages | H-1 |
| Additional P&I Insurance | H-4 |
| Legal Expenses for Claims | Technical Manual Sections 9.3.10.1/18 |
| Merchant Marine Cadet Wages and Travel | C-1.6.2.3 |
| Stevedore Damage | C-4.1.4 |
| Additional Personnel Requirements for Industrial Assistance | C-2.2.7.2 |
| Hotel Services During Contingencies | C-4.5 |
| Additional Crewing | C-2.2.15 |
| Food Service for Government/Sponsor Personnel | C-2.2.10 |
| Increased Security | C-4.8.4 |
| In-port HAZMAT/Slops Disposal | C-2.2.1 |
| Oil Spill Response | C-4.2.8.2 |
| Boom Vessel | C-4.2.8.2 |
| Communications (INMARSAT) | C-1.6.7 |
| Ship Overhaul | Technical Manual Section 9 |
| Shipyards Dry-docking | Technical Manual Section 9 |
| Government Approved Alterations | C-4.3.5.5 |
| Alteration Development | C-4.3.5.5.1 |
| M&R HAZMAT Disposal | C-4.2.9 |
| Industrial Assistance Guarantee Work Items | C-1.5.4/Technical Manual Section 15 |
| Post-Shakedown Availability Work Items (NAVSEA) | C-1.5.4/Technical Manual Section 15 |
| Shipboard Plans and Technical Manuals (Turnover Deficiency) | C-4.3.6.1 |
| Non-ADP Controlled Equipage and Fuel Spill Kit (Turnover Deficiency) | C-2.1.2/2.1.3 |
| SHIPCLIP Allowance Changes | C-4.3.7.4.1 |
| Propulsion Fuel – DFM | C-2.2.3.1 |
| Propulsion Fuel – MGO | C-2.2.3.1 |
| Hydraulic Oil and Lubricants | C-2.2.3.1 |
| Medical Supplies | C-2.1.1 |
| Contractor Travel | C-2.2.13 |
| Additional Government Required Training | C-4.7.4 |

| | |
|-------------------------------------|---|
| Force Protection Officer Training | |
| Embarkations/Public Affairs Support | C-4.8.3 |
| Integrated Logistics Support | C-4.3.7.4.4/Technical Manual Section 21 |
| Award Fee | Section J/Attachment G |
| Contract Services Not Otherwise | |
| Classified | |

Test Case 3

Tester Name:

Test Date:

Log-In ID:

Actor:

Description:

Pre-Condition:

Post-Condition:

Basic Course:

| |
|--|
| |
| |
| |

Machine ID
Build
Database
Elapsed Time

FMS Preparer, PD² User

The PD² User creates a stand alone 1449 Commercial Award, by searching for and attaching lines from PRs. The PD² User creates an Award modification, on which the User changes the Unit of Measure on a services line to confirm an error will not occur. The User creates a second Award modification, on which the quantity on a services line will be changed (which should cause an error in the Integration).

The FMS Requisitioner has the authority to create an FMS Requisition.
The PD² User must be an associated member of a team cabinet.
Team cabinets are established in PD² via System Administration.
FMS approval hierarchy has been established and funds certifier has approval authority.

Approved PD² PR exists in the appropriate PD² Team cabinet.

- 1 PD² User creates a stand alone 1449 Commercial Award.
- 2 PD² User searches for two PRs from which to pull line items.
- 3 PD² User funds the contract.
- 4 PD² User saves the Award.
- 5 PD² User generates, approves, and releases the Award.
- 6 PD²-FMS Integration is Executed
- 7 FMS user verifies FMS PO Data.
- 8 PD² User verifies PO Acknowledgement.
- 9 PD² creates an Award modification
- 10 PD² changes the Unit of Measure on a services line.
- 11 PD² saves the Award modification.
- 12 PD² generates, approves, and releases the Award modification.
- 13 PD²-FMS Integration is Executed
- 14 FMS user verifies FMS PO Data.
- 15 PD² User verifies PO Acknowledgement.
- 16 PD² User creates a second Award modification.
- 17 PD² User changes the quantity on a services line on this mod.
- 18 PD² saves the Award modification.
- 19 PD² generates, approves, and releases the Award modification.
- 20 PD²-FMS Integration is Executed
- 21 Both sides of users verify that the integration failed due to this negative testing.

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|---|--|---|---|-----------|----|--|-----|---------|------------------|
| 1 | PD² User creates a stand-alone 1449 Commercial Award | | | | | | | | |
| | a) | | From the menu bar, select Procurement--> Pre-Award/Award--> Awards--> Commercial Purchase (SF 1449) | | a) | The Create New Award/Contract window opens. | | | |
| | b) | | Accept the default or modify the Contract Number in the Number field | | b) | The Number field populates. | | | |
| | c) | | Accept the default or modify the Description in the Description field. | | c) | The Description Field populates. | | | |
| | d) | | Click [OK]. | | d) | The Award /Contract window opens and the Items 1-16 tab is | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|---|---|----|---|---|----|---|-----|--|------------------|
| | | e) | In the Effective Date field in Block 3, manually enter today's date by [Shift] double-click | Use today's date | e) | The Effective Date populates. | | | |
| | | f) | Click the [Add] button in Block 9, Issued By block. (If this field is already populated, skip this step.) | | f) | The Address search window opens. | | | |
| | | g) | Type in "M", click on the Organization Name radio button , then Click the [Search] button. | | g) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | h) | The first selection is highlighted, so click Select , then OK . | Select Military Sealift Command as your Issuing office | h) | Selected Issuing Office Address information is displayed in the Address Layout Details window. The tab is visible | | | |
| | | i) | Click on the Items 17-26 tab | | i) | Address Search window opens | | | |
| | | j) | In block 17a, click the Add button | | j) | | | | |
| | | k) | Type in "B", click Organization Name radio button , and Click the [Search] button. | | k) | The selection of vendors is displayed. | | | |
| | | l) | Highlight the only selection that displays, and click Select | | l) | Selection is chosen. | | | |
| 2 | PD ² user enters Award information by pulling from previous PR | | | | | | | | |
| | | a) | From the menu bar, choose Line Items --> Attach | | a) | Brings up Attachment Selection window | | | |
| | | b) | In Search Criteria type in PR # as follows: | TESTSCRIPT31 | b) | | | | |
| | | c) | Make sure that Document Type dropdown is listed as Purchase Request, and the Document Number radio button is selected, and press [SEARCH] | | c) | The PR should now show up in the search field. | | | |
| | | d) | Select the appropriate PR. | | d) | CLIN selection window opens | | | |
| | (TIMED ACTION) | e) | Highlight CLIN 0001 and press [Select] | | e) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | f) | Repeat steps "2a" through "2d" and attach a second line item from that same PR | | f) | CLIN selection window opens | | | |
| | (TIMED ACTION) | g) | Highlight CLIN 0002 and press [Select] | | g) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | h) | From the menu bar, choose Line Items --> Attach | | h) | Brings up Attachment Selection window | | | |
| | | i) | In Search Criteria type in PR # as follows: | TESTSCRIPT36 | i) | | | | |
| | | j) | Make sure that Document Type dropdown is listed as Purchase Request, and the Document Number radio button is selected, and press [SEARCH] | | j) | The PR should now show up in the search field. | | Time, in seconds, from when Search is clicked until results are yielded: | |
| | | k) | Select the appropriate PR. | | k) | CLIN selection window opens | | | |
| | (TIMED ACTION) | l) | Highlight CLIN 0001 and press [Select] | | l) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | m) | Repeat steps "2h" through "2k" and attach a second line item from that same PR | | m) | CLIN selection window opens | | | |
| | (TIMED ACTION) | n) | Highlight CLIN 0002 and press [Select] | | n) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| 3 | PD ² user funds the contract | | | | | | | | |
| | (TIMED ACTION) | a) | Double click on Award CLIN 0001 | | a) | Line Item Details window opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Enter Quantity and Price | Quantity = 1, Price = 200 | b) | Fields populated | | | |

| # | Task | # | User Action Unit of Issue | Test Data Each | # | Expected Results Fields populated | P/F | Remarks | Results/Comments |
|----|--|----|--|--|----|--|-----|--|------------------|
| | | c) | Enter Unit of Issue | | c) | Fields populated | | | |
| | | d) | Click OK | | d) | Brings back the Items 17-26 tab | | | |
| | | e) | Repeat steps "3a" through "3d" for the rest of the CLINS on the award, according to the respective data | CLIN 0002: Quantity = 1, Price = 600 CLIN 0003: Quantity = 1, Price = 100 CLIN 0004: Quantity = 1, Price = 200 | e) | Line Item Details window opens | | | |
| | | i) | Click OK | | i) | Items 17-26 tab is visible. | | | |
| 4 | PD ² user saves and Closes the Award. (TIMED ACTION) | a) | From the menu bar, select File--> Save | | a) | The Award saves. | | Time, in seconds, between clicking [SAVE] and micro help reads "Ready" | |
| | | b) | From the menu bar, select File--> Close | | b) | The Award window closes and the Award icon displays on the desktop with the User ID and date/time stamp. | | | |
| 5A | PD ² user Generates Document | a) | Highlight the SF 1449 document icon | | a) | The SF1449 icon is highlighted. | | | |
| | | b) | From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) | Click [OK]. | | c) | When Generation is complete, message box will appear "Document Generation Complete" . | | Time, in seconds, between clicking OK on the generation window and Generation Completion window. | |
| | | d) | Click [OK]. | | d) | Document Generation is complete. | | | |
| 5B | PD ² user Print Previews the Document | a) | Highlight the SF1449 icon | | a) | SF 1449 icon is highlighted | | | |
| | | b) | From the Menu bar, select File->Print Preview | | b) | "Document will be opened read only for print preview" message displays | | | |
| | | c) | Click the "OK" button | | c) | Document opens in Print Preview | | | |
| | | d) | Verify the SF1449 Form is REV. 4/2002, which is located in the lower right hand corner of the form. | | d) | SF1449 Form is REV. 4/2002 | | | |
| | | e) | Close the document. | | e) | Document closes | | | |
| 5C | PD ² user approves the award | a) | Highlight the SF 1449 document icon. | | a) | The SF 1449 is highlighted. | | | |
| | | b) | Click the Red Checkmark button on the toolbar to Approve the document | | b) | The Approval window opens. | | | |
| | | c) | In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval template | | c) | The FMS Funds Recertification and Approval template is highlighted | | | |
| | | d) | Click [OK]. | | d) | The Approval Sheet window opens. | | | |
| | | e) | Click [OK]. | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved . Clicking [OK] while this template is in unapproved status triggers the Integration to begin the funds recertification process. | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|--|----|---|-----------|----|---|-----|--|------------------|
| | | f) | Periodically highlight the PR and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the Integration will place a message in the Approval Types text block indicating that funds have been certified. The message | |
| | | g) | After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK] . | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF 1449 icon in the lower left corner when document is approved. | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 5D | PD ² user releases the SF-1449 Award. | | | | | | | | |
| | | a) | Highlight the SF 1449 document icon. | | a) | The SF 1449 icon is highlighted. | | | |
| | | b) | Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | | |
| | | c) | Click OK at the 'document has not been fully funded' prompt. | | c) | | | | |
| | | d) | Click OK | | d) | | | | |
| | | e) | Choose Previously Reported from the dropdown | | e) | | | | |
| | | f) | Click [OK] . | | f) | "Released" stamp now appears on SF 1449 icon. | | Time, in seconds, between clicking OK and the "Released" Stamp appearing on the document. | |
| | (TIMED ACTION) | | | | | | | | |

6 PD² - FMS Integration is executed.

| | | | | | | | | | |
|---|---|----|---|--|----|---|--|---|--|
| 7 | PD ² user verifies PO Acknowledgement. | | | | | | | | |
| | | a) | In PD ² , click the Refresh button on the tool bar of the cabinet or folder where the award is located. | | a) | The yellow sticky note becomes visible on the award icon. | | | |
| | | b) | Double-click on the PD ² Award document. | | b) | The PD ² Award and Yellow sticky opens. | | | |
| | | c) | Verify the text message on the yellow sticky note. | | c) | The yellow sticky note is populated with the message that all PO lines have been correctly created. | | | |
| | | d) | Select [OK] on the yellow sticky note | | d) | The yellow sticky note closes and the PD ² Award is open. | | | |
| | | e) | Select the Line Items tab. | | e) | The Line item summary page displays. | | Note: When using different contract forms, the Line Item Summary will be on different tabs. Users should find the Line Item Summary in these cases. | |
| | (TIMED ACTION) | f) | Open CLIN 0001 | | f) | The Line item detail page displays. | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | g) | Select the Local Information tab. | | g) | The Local Information page displays. | | | |
| | | h) | Verify the Local Information field: FMS Requisition No is populated correctly. | | h) | FMS Requisition No. = TESTSCRIPT31 | | | |
| | | i) | Verify the Local Information field: FMS Req Line Item ID is populated correctly. | | i) | FMS Req Line Item ID = 1184567 | | | |
| | | j) | Verify the Local Information field: FMS Req Line Item No. is populated correctly. | | j) | FMS Req Line Item No. = 1 | | | |

| # | Task | # | User Action | Test Data | # | Expected Results FMS Line Funded Amt: = 200 | P/F | Remarks | Results/Comments |
|----|--|----|---|---|----|--|-----|--|------------------|
| | | k) | Verify the Local Information field: FMS Line Funded Amt is populated correctly. | | k) | | | | |
| | | l) | Verify the Local Information field: FMS Line Quantities is populated correctly. | | l) | FMS Line Quantities = 1 | | | |
| | | m) | Verify the Local Information field: FMS PO Number is populated correctly. | | m) | The FMS PO Number is populated correctly. | | | |
| | | n) | Verify the Local Information field: FMS PO Line Item Number is populated correctly. | | n) | FMS PO Line Item Number = 1 | | | |
| | | o) | Verify the Local Information field: FMS PO Shipment Number is populated correctly. | | o) | The FMS PO Shipment Number is populated correctly. | | | |
| | | p) | Verify the Local Information field: FMS PO Shipment Amount is populated correctly. | | p) | The FMS PO Shipment Amount is populated correctly. | | | |
| | | q) | Click [OK]. | | q) | The Local Info tab closes. | | | |
| | | r) | To verify additional line items Local Information Fields, repeat steps "8i" through "8r" navigating through the line items with the arrows on the left side of the tab. | | r) | | | | |
| 8 | PD ² user creates an Award Modification | | | | | | | | |
| | | a) | In PD ² , highlight the 1449 Award and from the menu bar, choose Procurement --> Post-Award --> Modification . | | a) | Reason for Modification window opens | | | |
| | | b) | Type in a reason for the Modification and press [OK] | Test Modification | b) | Now the user sees the modification window | | | |
| | | c) | In the Effective Date field in Block 3, manually enter today's date by [Shift] double-click | Use today's date | c) | The Effective Date populates. | | | |
| | | d) | In block 6, click the Add button | | d) | Address Search window opens | | | |
| | | e) | Type in "M", click on the Organization Name radio button , then Click the [Search] button. | | e) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | f) | The first selection is highlighted, so click Select , then OK . | Select Military Sealift Command as your Issuing office | f) | Selected Issuing Office Address Information is displayed in the Address Layout Details window. Tab opens | | | |
| 9 | PD ² user changes Unit of Measure (TIMED ACTION) | | | | | | | | |
| | | a) | Double click on CLIN 0001 | | a) | Line Item Detail opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Change the Unit of Issue | Each per month | b) | Field populated | | | |
| | | c) | Click [OK] | | c) | Brings you back to SF1449 17-26 tab | | | |
| 10 | PD ² user updates funding on CLIN 0004 (TIMED ACTION) | | | | | | | | |
| | | a) | Double click on CLIN 0004 | | a) | Line Item Detail opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Click on the Funding tab | | b) | The funding tab opens. | | | |
| | | c) | Click Add | | c) | The Funding Sources window opens. | | | |
| | | d) | Click on the Funding Strip dropdown, and select the only Funding Strin available. | <funding strip number> | d) | The funding strip is highlighted. | | | |
| | | e) | Click [OK] | | e) | The Line Item Detail window is visible. | | | |
| | | f) | Click [OK] | | f) | Brings you back to SF1449 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| 11 | PD ² user saves and Closes the Award Modification. | | | | | | | | |

| # | Task (TIMED ACTION) | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|-----|---|----|---|-----------|----|---|-----|--|------------------|
| | | a) | From the menu bar, select File--> Save | | a) | The Award Mod saves. | | Time, in seconds, for the document to Save. | |
| | | b) | From the menu bar, select File--> Close | | b) | The Award Mod window closes and the Award Mod icon displays on the desktop with the User ID and date/time stamp. | | | |
| | | | | | | | | | |
| 12A | PD² user Generates Document | | | | | | | | |
| | | a) | Click the Modification icon | | a) | The Modification is highlighted. | | | |
| | | b) | From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) | Click [OK] . | | c) | A PD² message box opens stating: "Document Generation Complete". | | Time, in seconds, the document takes to generate. | |
| | | d) | Click [OK] . | | d) | Document Generation is complete. | | | |
| 12B | PD² user approves the award modification | | | | | | | | |
| | | a) | Click the Modification icon. | | a) | The Mod is highlighted. | | | |
| | | b) | Click the Red Checkmark button on the toolbar. | | b) | The Approval window opens. | | | |
| | | c) | In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval Template | | c) | The FMS Funds Recertification and Approval template is highlighted. | | | |
| | | d) | Click [OK] . | | d) | The Approval Sheet window opens. | | | |
| | | e) | Click [OK] . | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved . Clicking [OK] while this template is in unapproved status triggers the Integration to begin the funds recertification process. | |
| | | f) | Periodically highlight the PR and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the Integration will place a message in the Approval Types text block indicating that funds have been certified. The message is displayed. | |
| | | g) | After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK] . | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF-26 icon in the lower left corner when document is approved. | | | |
| 12C | PD² user releases the SF-1449 Award Modification. | | | | | | | | |
| | | a) | Click the Award Modification document icon . | | a) | The Award Modification document icon is highlighted. | | | |
| | (TIMED ACTION) | b) | Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | Time, in seconds, between Clicking OK and document release. | |
| | | c) | Click [OK] . | | c) | "Released" now appears on Modification icon. | | | |
| 13 | PD² - FMS Integration is executed. | | | | | | | | |
| 14 | PD² user verifies PO Acknowledgement. | | | | | | | | |
| | | a) | In PD², click the Refresh button on the tool bar of the cabinet or folder where the award is located. | | a) | The yellow sticky note becomes visible on the award icon. | | | |
| | | b) | Double-click on the PD² Award document. | | b) | The PD² Award and Yellow sticky icons. | | | |

| # | Task | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|--|--|--|----|---|-----|---|------------------|
| | | c) Verify the text message on the yellow sticky note. | | c) | The yellow sticky note is populated with the message that all PO lines have been correctly created. | | | |
| | | d) Select [OK] on the yellow sticky note | | d) | The yellow sticky note closes and the PD2 Award is open. | | | |
| | | e) Select the Line items tab. | | e) | The Line item summary page displays. | | Note: When using different contract forms, the Line Item Summary will be on different tabs. Users should find the Line Item Summary in these cases. | |
| | (TIMED ACTION) | f) Open CLIN 0002 | | f) | The Line item detail page displays. | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | g) Select the Local Information tab. | | g) | The Local Information page displays. | | | |
| | | h) Verify the Local Information field: FMS Requisition No is populated correctly. | | h) | FMS Requisition No. = TESTSCRIPT36 | | | |
| | | i) Verify the Local Information field: FMS Req Line Item ID is populated correctly. | | i) | FMS Req Line Item ID = 1184587 | | | |
| | | j) Verify the Local Information field: FMS Req Line Item No. is populated correctly. | | j) | The FMS Req Line Item No. = 1 | | | |
| | | k) Verify the Local Information field: FMS Line Funded Amt is populated correctly. | | k) | FMS Line Funded Amt. = 100 | | | |
| | | l) Verify the Local Information field: FMS Line Quantities is populated correctly. | | l) | FMS Line Quantities = 1 | | | |
| | | m) Verify the Local Information field: FMS PO Number is populated correctly. | | m) | The FMS PO Number is populated correctly. | | | |
| | | n) Verify the Local Information field: FMS PO Line Item Number is populated correctly. | | n) | FMS PO Line Item Number = 3 | | | |
| | | o) Verify the Local Information field: FMS PO Shipment Number is populated correctly. | | o) | The FMS PO Shipment Number is populated correctly. | | | |
| | | p) Verify the Local Information field: FMS PO Shipment Amount is populated correctly. | | p) | The FMS PO Shipment Amount is populated correctly. | | | |
| | | q) Click [OK]. | | q) | The Local Info tab closes. | | | |
| | | r) To verify additional line items Local Information Fields, repeat steps i) through r) navigating through the line items with the arrows on the left side of the tab. | | r) | | | | |
| 15 | PD ² user creates a second Award Modification | | | | | | | |
| | | a) In PD ² , highlight the SF30 Award Modification and from the menu bar, choose Procurement --> Post-Award --> Modification | | a) | Reason for Modification window opens | | | |
| | | b) Type in a reason for the Modification and press OK | Test Modification | b) | Now the user sees the modification window | | | |
| | | c) In the Effective Date field in Block 3, manually enter today's date by [shift] double-click | Use today's date | c) | The Effective Date populates. | | | |
| | | d) In block 6, click the Add button | | d) | Address Search window opens | | | |
| | | e) Type in "M", click on the Organization Name radio button, then Click the [Search] button. | | e) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | f) The first selection is highlighted, so click Select, then OK. | Select Military Sealift Command as your Issuing office | f) | Selected Issuing Office Address information is displayed in the Address Layout Details window. | | | |
| | | | Click on the SF1449 17-26 tab | | Tab opens | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|-----|--|----|---|-------------------|----|---|-----|--|------------------|
| 16 | PD ² user changes quantity on a services line (TIMED ACTION) | a) | Double click on CLIN 0001 | | a) | Line Item Detail opens | | Time, in seconds, for Line Item detail to open in an editable mode: | |
| | | b) | In the field under Quantity and Amount of Mod , type in "2" | Amount of Mod = 2 | b) | Field populated | | NOTE: changing the quantity of a services line should fail the Integration | |
| | | c) | Click OK | | c) | Brings you back to SF1449 17-26 tab | | | |
| 17 | PD ² user saves and Closes the SF30 Award Modification. (TIMED ACTION) | a) | From the menu bar, select File--> Save | | a) | The Award Mod saves. | | Time, in seconds, for document to save: | |
| | | b) | From the menu bar, select File--> Close | | b) | The Award Mod window closes and the Award Mod icon displays on the desktop with the User ID and date/time stamp | | | |
| 18A | PD ² user Generates Document | a) | Click the Modification icon | | a) | The Modification is highlighted. | | | |
| | | b) | From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) | Click [OK] . | | c) | A PD ² message box opens stating: "Document Generation Complete" . | | Time, in seconds, for the document to generate: | |
| | | d) | Click [OK] . | | d) | Document Generation is complete. | | | |
| 18B | PD ² user approves the SF30 award modification | a) | Click the Modification icon . | | a) | The Mod is highlighted. | | | |
| | | b) | Click the Red Checkmark button on the toolbar. | | b) | The Approval window opens. | | | |
| | | c) | In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval template. | | c) | The FMS Funds Recertification and Approval template is highlighted. | | | |
| | | d) | Click [OK] . | | d) | The Approval Sheet window opens. | | | |
| | | e) | Click [OK] . | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved . Clicking [OK] while this template is in unapproved status triggers the Integration to begin the funds recertification process. | |
| | | f) | Periodically highlight the Award Mod and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the Integration will place a message in the Approval Types text block indicating that funds have been certified. The message | |
| | | g) | After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK] . | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF-26 icon in the lower left corner when document is approved. | | | |
| 18C | PD ² user releases the SF-30 Award Modification. | a) | Click the Mod icon . | | a) | The Mod icon is highlighted. | | | |
| | | b) | Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | | |
| | (TIMED ACTION) | c) | Click [OK] . | | c) | "Released" now appears on modification icon. | | Time, in seconds, for document to release: | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|---|---|-------------|-----------|---|------------------|-----|---------|------------------|
| 19 | PD ² - FMS Integration is executed. | | | | | | | | |
| 20 | PD ² user verifies lack of PO Acknowledgement. | | | | | | | | |

Test Case 3

Tester Name:

Test Date:

Log-in ID:

Actor:

Description:

Pre-Condition:

Post-Condition:

Basic Course:

| |
|--|
| |
| |
| |

Machine ID:
Build:
Platform:

Elapsed Time:

FMS Preparer, PD2 User

The PD2 User creates a stand alone 1449 Commercial Award, by searching for and attaching lines from PRs. The PD2 User creates an Award modification, on which the User changes the Unit of Measure on a services line to confirm an error will not occur. The User creates a second Award modification, on which the quantity on a services line will be changed (which should cause an error in the Integration).

The FMS Requisitioner has the authority to create an FMS Requisition.
The PD2 User must be an associated member of a team cabinet.
Team cabinets are established in PD2 via System Administration.
FMS approval hierarchy has been established and funds certifier has approval authority.

Approved PD2 PR exists in the appropriate PD2 Team cabinet.

- 1 PD2 User creates a stand alone 1449 Commercial Award.
- 2 PD2 User searches for two PRs from which to pull line items.
- 3 PD2 User funds the contract.
- 4 PD2 User saves the Award.
- 5 PD2 User generates, approves, and releases the Award.
- 6 PD2-FMS Integration is Executed
- 7 FMS user verifies FMS PO Data.
- 8 PD2 User verifies PO Acknowledgement.
- 9 PD2 creates an Award modification
- 10 PD2 changes the Unit of Measure on a services line.
- 11 PD2 saves the Award modification.
- 12 PD2 generates, approves, and releases the Award modification.
- 13 PD2-FMS Integration is Executed
- 14 FMS user verifies FMS PO Data.
- 15 PD2 User verifies PO Acknowledgement.
- 16 PD2 User creates a second Award modification.
- 17 PD2 User changes the quantity on a services line on this mod.
- 18 PD2 saves the Award modification.
- 19 PD2 generates, approves, and releases the Award modification.
- 20 PD2-FMS Integration is Executed
- 21 Both sides of users verify that the integration failed due to this negative testing.

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|---|--|---|--|-----------|----|--|-----|---------|------------------|
| 1 | PD2 User creates a stand-alone 1449 Commercial Award | | | | | | | | |
| | a) | | From the menu bar, select Procurement--> Pre-Award/Award--> Awards-->Commercial Purchase (SF 1449) | | a) | The Create New Award/Contract window opens. | | | |
| | b) | | Accept the default or modify the Contract Number in the Number field. | | b) | The Number field populates. | | | |
| | c) | | Accept the default or modify the Description in the Description field. | | c) | The Description Field populates. | | | |
| | d) | | Click [OK] . | | d) | The Award /Contract window opens and the Items 1-16 tab is | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|---|---|----|---|---|----|--|-----|--|------------------|
| | | e) | In the Effective Date field in Block 3, manually enter today's date by [Shift] double-click. | Use today's date | e) | The Effective Date populates. | | | |
| | | f) | Click the [Add] button in Block 9, Issued By block. (If this field is already populated, skip this step.) | | f) | The Address search window opens. | | | |
| | | g) | Type in "M", click on the Organization Name radio button , then Click the [Search] button. | | g) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | h) | The first selection is highlighted, so click Select , then OK . | Select Military Sealift Command as your Issuing office | h) | Selected Issuing Office Address information is displayed in the Address Layout Details window. | | | |
| | | i) | Click on the Items 17-26 tab | | i) | The tab is visible | | | |
| | | j) | In block 17a, click the Add button | | j) | Address Search window opens | | | |
| | | k) | Type in "B", click Organization Name radio button , and Click the [Search] button. | | k) | The selection of vendors is displayed. | | | |
| | | l) | Highlight the only selection that displays, and click Select | | l) | Selection is chosen. | | | |
| 2 | PD ² user enters Award information by pulling from previous PR | | | | | | | | |
| | | a) | From the menu bar, choose Line Items --> Attach | | a) | Brings up Attachment Selection window | | | |
| | | b) | In Search Criteria type in PR # as follows: | TESTSCRIPT32 | b) | | | | |
| | | c) | Make sure that Document Type dropdown is listed as Purchase Request, and the Document Number radio button is selected, and press [SEARCH] | | c) | The PR should now show up in the search field. | | | |
| | | d) | Select the appropriate PR. | | d) | CLIN selection window opens | | | |
| | (TIMED ACTION) | e) | Highlight CLIN 0001 and press [Select] | | e) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | f) | Repeat steps "2a" through "2d" and attach a second line item from that same PR | | f) | CLIN selection window opens | | | |
| | (TIMED ACTION) | g) | Highlight CLIN 0002 and press [Select] | | g) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | h) | From the menu bar, choose Line Items --> Attach | | h) | Brings up Attachment Selection window | | | |
| | | i) | In Search Criteria type in PR # as follows: | TESTSCRIPT37 | i) | | | | |
| | | j) | Make sure that Document Type dropdown is listed as Purchase Request, and the Document Number radio button is selected, and press [SEARCH] | | j) | The PR should now show up in the search field. | | Time, in seconds, from when Search is clicked until results are yielded. | |
| | | k) | Select the appropriate PR. | | k) | CLIN selection window opens | | | |
| | (TIMED ACTION) | l) | Highlight CLIN 0001 and press [Select] | | l) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | m) | Repeat steps "2h" through "2k" and attach a second line item from that same PR | | m) | CLIN selection window opens | | | |
| | (TIMED ACTION) | n) | Highlight CLIN 0002 and press [Select] | | n) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| 3 | PD ² user funds the contract | | | | | | | | |
| | (TIMED ACTION) | a) | Double click on Award CLIN 0001 | | a) | Line Item Details window opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Enter Quantity and Price | Quantity = 1, Price = 200 | b) | Fields populated | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|---|----|--|--|----|---|-----|--|------------------|
| | | c) | Enter Unit of Issue | Each | c) | Fields populated | | | |
| | | d) | Click OK | | d) | Brings back the Items 17-26 tab | | | |
| | | e) | Repeat steps "3a" through "3d" for the rest of the CLINS on the award, according to the respective data | CLIN 0002: Quantity = 1, Price = 600 CLIN 0003: Quantity = 1, Price = 100 CLIN 0004: Quantity = 1, Price = 200 | e) | Line Item Details window opens | | | |
| | | i) | Click OK | | i) | Items 17-26 tab is visible. | | | |
| 4 | PD ² user saves and closes the Award. (TIMED ACTION) | a) | From the menu bar, select File--> Save | | a) | The Award saves. | | Time, in seconds, between clicking [SAVE] and micro help reads "Ready" | |
| | | b) | From the menu bar, select File--> Close | | b) | The Award window closes and the Award icon displays on the desktop with the User ID and date/time stamp | | | |
| 5A | PD ² user Generates Document | a) | Highlight the SF 1449 document icon | | a) | The SF1449 icon is highlighted. | | | |
| | | b) | From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) | Click [OK]. | | c) | When Generation is complete, message box will appear "Document Generation Complete". | | Time, in seconds, between clicking OK on the generation window and Generation Completion window. | |
| | | d) | Click [OK]. | | d) | Document Generation is complete. | | | |
| 5B | PD ² user Print Previews the Document | a) | Highlight the SF1449 icon | | a) | SF 1449 icon is highlighted | | | |
| | | b) | From the Menu bar, select File-> Print Preview | | b) | "Document will be opened read only for print preview" message displays | | | |
| | | c) | Click the "OK" button | | c) | Document opens in Print Preview | | | |
| | | d) | Verify the SF1449 Form is REV. 4/2002, which is located in the lower right hand corner of the form. | | d) | SF1449 Form is REV. 4/2002 | | | |
| | | e) | Close the document. | | e) | Document closes | | | |
| 5C | PD ² user approves the award | a) | Highlight the SF 1449 document icon. | | a) | The SF 1449 is highlighted. | | | |
| | | b) | Click the Red Checkmark button on the toolbar to Approve the document | | b) | The Approval window opens. | | | |
| | | c) | In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval template | | c) | The FMS Funds Recertification and Approval template is highlighted | | | |
| | | d) | Click [OK]. | | d) | The Approval Sheet window opens. | | | |
| | | e) | Click [OK]. | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved. Clicking [OK] while this template is in unapproved status triggers the Integration to begin the funds recertification process. | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|--|----|---|-----------|----|---|-----|--|------------------|
| | | f) | Periodically highlight the PR and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the Integration will place a message in the Approval Types text block indicating that funds have been certified. The message | |
| | | g) | After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK] . | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF 1449 icon in the lower left corner when document is approved. | | | |
| 5D | PD ² user releases the SF-1449 Award. | | | | | | | | |
| | | a) | Highlight the SF 1449 document icon. | | a) | The SF 1449 icon is highlighted. | | | |
| | | b) | Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | | |
| | | c) | Click OK at the 'document has not been fully funded' prompt | | c) | | | | |
| | | d) | Click OK | | d) | | | | |
| | | e) | Choose Previously Reported from the dropdown | | e) | | | | |
| | (TIMED ACTION) | f) | Click [OK] . | | f) | "Released" stamp now appears on SF 1449 icon. | | Time, in seconds, between clicking OK and the "Released" Stamp appearing on the document. | |

6 PD² - FMS Integration is executed.

| | | | | | | | | | |
|---|---|----|---|--|----|---|--|---|--|
| 7 | PD ² user verifies PO Acknowledgement. | | | | | | | | |
| | | a) | In PD ² , click the Refresh button on the tool bar of the cabinet or folder where the award is located. | | a) | The yellow sticky note becomes visible on the award icon. | | | |
| | | b) | Double-click on the PD ² Award document. | | b) | The PD ² Award and Yellow sticky opens. | | | |
| | | c) | Verify the text message on the yellow sticky note. | | c) | The yellow sticky note is populated with the message that all PO lines have been correctly created. | | | |
| | | d) | Select [OK] on the yellow sticky note. | | d) | The yellow sticky note closes and the PD ² Award is open. | | | |
| | | e) | Select the Line items tab. | | e) | The Line item summary page displays. | | Note: When using different contract forms, the Line Item Summary will be on different tabs. Users should find the Line Item Summary in these cases. | |
| | (TIMED ACTION) | f) | Open CLIN 0001 | | f) | The Line item detail page displays. | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | g) | Select the Local Information tab. | | g) | The Local Information page displays. | | | |
| | | h) | Verify the Local Information field: FMS Requisition No is populated correctly. | | h) | FMS Requisition No. = TESTSCRIPT32 | | | |
| | | i) | Verify the Local Information field: FMS Req Line Item ID is populated correctly. | | i) | FMS Req Line Item ID = 1184569 | | | |
| | | j) | Verify the Local Information field: FMS Req Line Item No. is populated correctly. | | j) | FMS Req Line Item No. = 1 | | | |

| # | Task | # | User Action | Test Data | # | Expected Results FMS Line Funded Amt. = 200 | P/F | Remarks | Results/Comments |
|----|--|----|--|---|----|--|-----|--|------------------|
| | | k) | Verify the Local Information field: FMS Line Funded Amt is populated correctly. | | k) | | | | |
| | | l) | Verify the Local Information field: FMS Line Quantities is populated correctly. | | l) | FMS Line Quantities = 1 | | | |
| | | m) | Verify the Local Information field: FMS PO Number is populated correctly. | | m) | The FMS PO Number is populated correctly. | | | |
| | | n) | Verify the Local information field: FMS PO Line Item Number is populated correctly. | | n) | FMS PO Line Item Number = 1 | | | |
| | | o) | Verify the Local information field: FMS PO Shipment Number is populated correctly. | | o) | The FMS PO Shipment Number is populated correctly. | | | |
| | | p) | Verify the Local Information field: FMS PO Shipment Amount is populated correctly. | | p) | The FMS PO Shipment Amount is populated correctly. | | | |
| | | q) | Click [OK]. | | q) | The Local Info tab closes. | | | |
| | | r) | To verify additional line items Local Information Fields, repeat steps "8" through "8r" navigating through the line items with the arrows on the left side of the tab. | | r) | | | | |
| 8 | PD ² user creates an Award Modification | | | | | | | | |
| | | a) | In PD ² , highlight the 1449 Award and from the menu bar, choose Procurement --> Post-Award --> Modification . | | a) | Reason for Modification window opens | | | |
| | | b) | Type in a reason for the Modification and press [OK]. | Test Modification | b) | Now the user sees the modification window. | | | |
| | | c) | In the Effective Date field in Block 3, manually enter today's date by [shift] double-click. | Use today's date | c) | The Effective Date populates. | | | |
| | | d) | In block 6, click the Add button | | d) | Address Search window opens. | | | |
| | | e) | Type in "M", click on the Organization Name radio button , then Click the [Search] button. | | e) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | f) | The first selection is highlighted, so click Select , then OK . | Select Military Sealift Command as your Issuing office | f) | Selected Issuing Office Address information is displayed in the Address Layout Details window. Tab opens | | | |
| 9 | PD ² user changes Unit of Measure (TIMED ACTION) | | Click on the SF1449 17-26 tab | | | | | | |
| | | a) | Double click on CLIN 0001 | | a) | Line Item Detail opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Change the Unit of Issue | Each per month | b) | Field populated | | | |
| | | c) | Click [OK] | | c) | Brings you back to SF1449 17-26 tab | | | |
| 10 | PD ² user updates funding on CLIN 0004 (TIMED ACTION) | | | | | | | | |
| | | a) | Double click on CLIN 0004 | | a) | Line Item Detail opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Click on the Funding tab | | b) | The funding tab opens. | | | |
| | | c) | Click Add | | c) | The Funding Sources window opens. | | | |
| | | d) | Click on the Funding Strip dropdown, and select the only Funding Strip available. | <funding strip number> | d) | The funding strip is highlighted. | | | |
| | | e) | Click [OK] | | e) | The Line Item Detail window is visible. | | | |
| | | f) | Click [OK] | | f) | Brings you back to SF1449 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| 11 | PD ² user saves and Closes the Award Modification. | | | | | | | | |

| # | Task (TIMED ACTION) | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|-----|---|--|-----------|----|---|-----|--|------------------|
| | | a) From the menu bar, select File--> Save | | a) | The Award Mod saves. | | Time, in seconds, for the document to Save. | |
| | | b) From the menu bar, select File--> Close | | b) | The Award Mod window closes and the Award Mod icon displays on the desktop with the User ID and date/time stamp | | | |
| | | | | | | | | |
| 12A | PD ² user Generates Document | | | | | | | |
| | | a) Click the Modification icon | | a) | The Modification is highlighted. | | | |
| | | b) From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) Click [OK]. | | c) | A PD ² message box opens stating: "Document Generation Complete". | | Time, in seconds, the document takes to generate. | |
| | | d) Click [OK]. | | d) | Document Generation is complete. | | | |
| 12B | PD ² user approves the award modification | | | | | | | |
| | | a) Click the Modification icon. | | a) | The Mod is highlighted. | | | |
| | | b) Click the Red Checkmark button on the toolbar. | | b) | The Approval window opens. | | | |
| | | c) In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval Template | | c) | The FMS Funds Recertification and Approval template is highlighted. | | | |
| | | d) Click [OK]. | | d) | The Approval Sheet window opens. | | | |
| | | e) Click [OK]. | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved . Clicking [OK] while this template is in unapproved status triggers the Integration to begin the funds recertification process. | |
| | | f) Periodically highlight the PR and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the Integration will place a message in the Approval Types text block indicating that funds have been certified. The message is displayed. | |
| | | g) After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK]. | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF-26 icon in the lower left corner when document is approved. | | | |
| 12C | PD ² user releases the SF-1449 Award Modification. | | | | | | | |
| | | a) Click the Award Modification document icon. | | a) | The Award Modification document icon is highlighted. | | | |
| | (TIMED ACTION) | b) Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | Time, in seconds, between Clicking OK and document release. | |
| | | c) Click [OK]. | | c) | "Released" now appears on modification icon. | | | |
| 13 | PD ² - FMS Integration is executed. | | | | | | | |
| 14 | PD ² user verifies PO Acknowledgement. | | | | | | | |
| | | a) In PD ² , click the Refresh button on the tool bar of the cabinet or folder where the award is located. | | a) | The yellow sticky note becomes visible on the award icon. | | | |
| | | b) Double-click on the PD ² Award document. | | b) | The PD ² Award and Yellow sticky opens. | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|--|----|---|-----------|----|---|-----|---|------------------|
| | | c) | Verify the text message on the yellow sticky note. | | c) | The yellow sticky note is populated with the message that all PO lines have been correctly created. | | | |
| | | d) | Select [OK] on the yellow sticky note. | | d) | The yellow sticky note closes and the PD2 Award is open. | | | |
| | | e) | Select the Line Items tab. | | e) | The Line Item summary page displays. | | Note: When using different contract forms, the Line Item Summary will be on different tabs. Users should find the Line Item Summary in these cases. | |
| | (TIMED ACTION) | f) | Open CLIN 0002 | | f) | The Line item detail page displays. | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | g) | Select the Local Information tab. | | g) | The Local Information page displays. | | | |
| | | h) | Verify the Local Information field: FMS Requisition No is populated correctly. | | h) | FMS Requisition No. = TESTSCRIPT37 | | | |
| | | i) | Verify the Local Information field: FMS Req Line Item ID is populated correctly. | | i) | FMS Req Line Item ID = 1184589 | | | |
| | | j) | Verify the Local Information field: FMS Req Line Item No. is populated correctly. | | j) | The FMS Req Line Item No. = 1 | | | |
| | | k) | Verify the Local Information field: FMS Line Funded Amt is populated correctly. | | k) | FMS Line Funded Amt. = 100 | | | |
| | | l) | Verify the Local Information field: FMS Line Quantities is populated correctly. | | l) | FMS Line Quantities = 1 | | | |
| | | m) | Verify the Local Information field: FMS PO Number is populated correctly. | | m) | The FMS PO Number is populated correctly. | | | |
| | | n) | Verify the Local information field: FMS PO Line Item Number is populated correctly. | | n) | FMS PO Line Item Number = 3 | | | |
| | | o) | Verify the Local information field: FMS PO Shipment Number is populated correctly. | | o) | The FMS PO Shipment Number is populated correctly. | | | |
| | | p) | Verify the Local Information field: FMS PO Shipment Amount is populated correctly. | | p) | The FMS PO Shipment Amount is populated correctly. | | | |
| | | q) | Click [OK]. | | q) | The Local Info tab closes. | | | |
| | | r) | To verify additional line items Local Information Fields, repeat steps i) through r) navigating through the line items with the arrows on the left side of the tab. | | r) | | | | |
| 15 | PD2 user creates a second Award Modification | | | | | | | | |
| | | a) | In PD2, highlight the SF30 Award Modification and from the menu bar, choose Procurement --> Post-Award --> Modification | | a) | Reason for Modification window opens | | | |
| | | b) | Type in a reason for the Modification and press OK | | b) | Now the user sees the modification window | | | |
| | | c) | In the Effective Date field in Block 3, manually enter today's date by [shift] double-click | | c) | The Effective Date populates. | | | |
| | | d) | In block 6, click the Add button | | d) | Address Search window opens | | | |
| | | e) | Type in "M", click on the Organization Name radio button, then Click the [Search] button. | | e) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | f) | The first selection is highlighted, so click Select, then OK. | | f) | Selected Issuing Office Address information is displayed in the Address Layout Details window | | | |
| | | | Click on the SF1449 17-26 tab | | | Tab opens | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|-----|--|----|---|-------------------|----|---|-----|--|------------------|
| 16 | PD ² user changes quantity on a services line | | | | | | | | |
| | (TIMED ACTION) | a) | Double click on CLIN 0001 | | a) | Line Item Detail opens | | Time, in seconds, for Line Item detail to open in an editable mode: | |
| | | b) | In the field under Quantity and Amount of Mod , type in "2" | Amount of Mod = 2 | b) | Field populated | | NOTE: changing the quantity of a services line should fail the integration | |
| | | c) | Click OK | | c) | Brings you back to SF1449 17-26 tab | | | |
| 17 | PD ² user saves and Closes the SF30 Award Modification. | | | | | | | | |
| | (TIMED ACTION) | a) | From the menu bar, select File--> Save | | a) | The Award Mod saves. | | Time, in seconds, for document to save: | |
| | | b) | From the menu bar, select File--> Close | | b) | The Award Mod window closes and the Award Mod icon displays on the desktop with the User ID and date/time stamp | | | |
| 18A | PD ² user Generates Document | | | | | | | | |
| | | a) | Click the Modification Icon | | a) | The Modification is highlighted. | | | |
| | | b) | From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) | Click [OK] . | | c) | A PD ² message box opens stating: "Document Generation Complete" | | Time, in seconds, for the document to generate: | |
| | | d) | Click [OK] . | | d) | Document Generation is complete. | | | |
| 18B | PD ² user approves the SF30 award modification | | | | | | | | |
| | | a) | Click the Modification Icon . | | a) | The Mod is highlighted. | | | |
| | | b) | Click the Red Checkmark button on the toolbar. | | b) | The Approval window opens. | | | |
| | | c) | In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval template | | c) | The FMS Funds Recertification and Approval template is highlighted. | | | |
| | | d) | Click [OK] . | | d) | The Approval Sheet window opens. | | | |
| | | e) | Click [OK] . | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved . Clicking [OK] while this template is in unapproved status triggers the integration to begin the funds recertification process. | |
| | | f) | Periodically highlight the Award Mod and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the integration will place a message in the Approval Types text block indicating that funds have been certified. The message will be as follows: | |
| | | g) | After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK] . | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF-26 icon in the lower left corner when document is approved. | | | |
| 18C | PD ² user releases the SF-30 Award Modification. | | | | | | | | |
| | | a) | Click the Mod icon . | | a) | The Mod icon is highlighted. | | | |
| | | b) | Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | | |
| | (TIMED ACTION) | c) | Click [OK] . | | c) | "Released" now appears on modification icon. | | Time, in seconds, for document to release: | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|---|---|-------------|-----------|---|------------------|-----|---------|------------------|
| 19 | PD ² - FMS Integration is executed. | | | | | | | | |
| 20 | PD ² user verifies lack of PO Acknowledgement. | | | | | | | | |

SECTION C-3 CONTRACTOR FURNISHED ITEMS

3.0 General. The Contractor shall furnish at its expense all necessary personnel, facilities, equipment, consumable supplies, provisions, medical equipment and supplies, services and any other items required to perform the requirements of this Performance Work Statement, to the extent that these items are not expressly provided by the Government as listed in Section C-2 of this PWS.

3.1 Shore Facilities. The Contractor shall establish and maintain administrative and logistic support facilities within CONUS and a Port Engineer or Port Captain in Diego Garcia. The Port Engineer/ Port Captain in Diego Garcia must possess a SECRET security clearance in accordance with Section C-1.6.1 and must be approved by the Contracting Officer in accordance with Section C-1.6.1.1. All travel costs (except the AMC flight) associated with positioning and maintaining a representative in Diego Garcia shall be included in the Contractor's fixed price per diem rate.

3.2 Reimbursable Supplies and Services. Reimbursable alterations to the ships, which are authorized by issuance of Work Orders in accordance with Section C-4.3.5.4 and reimbursable supplies and services as specified elsewhere in this document are to be reimbursed at cost only. The reimbursement costs shall not include any indirect charges to include overhead, general and administrative costs, and material handling costs, or profit or fees above the actual direct cost. All facets of the operations and management of repairs and overhaul under the terms of the contract are included in the fixed price portion (i.e. the vessel per diems) of the contract.

3.3 Supplies.

3.3.1 Consumable Supplies. The Contractor will provide any consumable supplies required to operate the ship at its own expense. The Government does not warrant or guarantee that consumable supplies will be delivered with the vessel. Any consumables onboard at ship delivery will be for the Contractor's unlimited use and not subject to reimbursement to the Government. A representative list of consumable supplies is found in Section 7.4 of the Technical Manual. The Contractor shall procure all consumables from commercial sources. When operating outside of CONUS and Hawaii, the Contractor may also order consumables from the Navy Supply System. DD Form 1348, DD Form 1149, or Naval Message may be used to order consumables as dictated by the nature of the item and the requirements of the ordering activity. Precise guidance regarding requisitioning procedures may be obtained by contacting the Customer Service office of the issuing Navy Supply activity. When ordering from a Combat Logistics Force (CLF) ship, guidance may be found in NAVSUP 4998, 'Consolidated Afloat Requisitioning Guide Overseas (CARGO)'. Procurement of consumables from Navy sources, is to be handled as a "CASH SALE" transaction, and will be billed to the Contractor at standard price plus an accessorial and administrative charge of 10.5%. Removal of consumables purchased by the Contractor and onboard the ship at termination of the contract is the responsibility of the Contractor. Upon redelivery, the Contractor shall be responsible for removing all consumable from the ship at its expense.

3.3.2 Provisions. The Contractor shall furnish, at its expense, all provisions required to operate the ship at delivery and thereafter. Delivery of provisions to the ship at the construction shipyard will be performed in a manner approved in advance by the Contracting Officer and the SUPSHIP. When in CONUS, the Contractor is to procure all provisions from commercial sources. When operating outside of CONUS and Hawaii, the Contractor may order provisions from the Navy Supply System using the same procedures as described for Consumables in Section C-3.2.1.

3.4 Services. The Contractor shall provide the following at his own expense: (1) all transportation and handling, to and from the ships, associated with moving tangible items the Contractor is obligated to furnish under Section C-3; (2) husbanding services for the benefit of crew in all ports both foreign and domestic; and, (3) all port services not specifically listed as Government furnished in Section C-2.

3.4.1 Scheduling for all Regular Overhauls, Availabilities and Use of Industrial Assistance. The Contractor shall develop overhaul schedules and shall distribute the schedules to COMSC for concurrence. The ships shall be scheduled for overhaul in accordance with ABS and USCG requirements or as otherwise directed by the Government.

SECTION C-4 SPECIFIC TASKS

4.1 Operate Ships. The Contractor shall operate the ships and related ship systems and equipment in accordance with USCG and ABS regulations to support all operational requirements. The Contractor shall maintain each ship in good working order and condition. The Contractor shall repair each ship and all of it's installed equipment and systems and accomplish alterations as directed.

4.1.1 Provide Liberty Support. The Contractor shall arrange for commercial launch service when the ships are either at anchor or berthed at offshore facilities in excess of six (6) hours, and shall provide crew lists and all other documents required by local officials to obtain liberty passes. Launch services provided from commercial sources shall be cost reimbursable.

4.1.2 Cargo Handling Equipment.

4.1.2.1 Cranes. The Contractor shall maintain the installed cranes in appropriate ABS class at all times, and will deploy and retrieve sideport ramps using cranes.

- *A government provided crane simulator for the LMSR cranes, located at Fort Eustis, VA is available for crewmember training. The POC is Mr. Bill Elburn, Training Coordinator for the 7th Transportation Group, Fort Eustis, VA at 757-878-6411. Arrangements by the operating company are to made directly with Mr. Elburn.*

4.1.2.2 Stern Ramp. The Contractor shall operate and maintain the installed slewing stern ramp system in accordance with the manufacturer's instructions, and will be responsible for deployment and retrieval of the stern ramp.

4.1.2.3 Sideport Ramp. The Contractor shall operate and maintain the sideport ramp system and all associated components (i.e. platform, sideport doors, power levers, etc.) in accordance with the manufacturer's instructions, and will be responsible for the assembly, deployment, retrieval and disassembly of the ramp.

4.1.3. Arrange Berthing and Shore Services. The Contractor shall arrange for berthing and shore services. When entering a Government port facility, the Contractor shall contact the respective Area Command or Squadron to arrange berthing and shore services.

4.1.4. Stevedore Damage. Damage incurred to a ship or its equipment during load or discharge operations caused by the negligence of Government provided Stevedore Contractors in performing the Government's duties of loading and discharging the ship, or in preparation for loading or discharging, shall be repaired at the Government's expense. The Contractor shall report this damage on MSCLANT Form 5880/1 to the local MSC Representative on scene. The Contractor shall inform the part responsible for the damage as soon as possible, preferably during the same working shift. The Contractor shall forward the Damage Report to the Contracting Officer clearly identifying whether

the damage was caused by Government Stevedore Contractors or Government personnel, and shall provide additional investigative assistance when directed by the Contracting Officer. Upon approval, the Contractor shall take necessary action to correct the stevedore damage and will be reimbursed under CLIN 0005BQ of this contract.

4.2 Engineering Operations, General. The Contractor shall operate all shipboard equipment including main, auxiliary, and emergency shipboard equipment and systems while in port, at sea, and during maneuvering, to provide main propulsion and power as required to support hotel services and deck operations. The Contractor shall operate equipment and machinery in accordance with the Manufacturer's Technical Manuals, United States Coast Guard (USCG) regulations (33 CFR, 46 CFR and 49 CFR), and any applicable local or other jurisdictional requirements.

4.2.1 Preparation for Sea. The Contractor shall have all main, auxiliary, and emergency systems in good working order and conditions and ready for sustained operation at sea.

4.2.2 In Port Operations. The Contractor shall secure all equipment and machinery not necessary for in port power plant operation or CMC support.

4.2.3 Support for Performance of Maintenance and Repair. If, due to ongoing or anticipated maintenance or repair work to equipment or machinery essential to provide in port services, the Contractor is unable to provide the necessary services to support in port operations, the Contractor shall provide written notification to the Contracting Officer describing the reason for the procurement of shore services. This notification shall be sent no later than the day on which the ship enters port.

4.2.4 In Port Readiness. Regardless of the length or nature of a port visit, the Contractor shall ensure that each ship which remains in Full Operating Status (FOS) is fully capable of getting underway within twenty-four (24) hours of receipt of sailing orders. This shall include sailing with a full FOS crew.

4.2.5 In Port Maintenance. In those cases where anticipated maintenance and repair work will preclude or has the potential to preclude the ship from getting underway within twenty-four (24) hours, the Contractor shall notify the Operational Commander. This notice shall set forth the nature of the work to be accomplished, the time frame required to accomplish the work as described, any viable alternatives would enable the ship to sail as requested, and shall request consent to proceed with the work described. The Operational Commander reserves the right to require the Contractor to reschedule this work. This does not affect the consent requirements of Section 9 of the Technical Manual.

4.2.6 Fuel Quality Assurance and Testing. In order to maintain fuel quality in accordance with Section 11 of the LMSR Technical Manual, the Contractor shall test and sample fuel for water, solids, biological growth and any other contaminants. All testing

results shall be recorded in the Oil Record Book. Sampling and testing shall be conducted, at a minimum:

- (1) when receiving fuel,
- (2) prior to placing suction on a service tank, and
- (3) when equipment or system performance problems suggest fuel may be contaminated

4.2.7 Auxiliary Boiler/Feedwater System. The Contractor shall operate the auxiliary boiler feedwater system in support of equipment operating requirements. The Contractor shall maintain the quality of water in the system within the prescribed range of conditions defined in the manufacturer's instructions. The Contractor shall take appropriate actions to maintain the condition of the water in the system based upon the results of the tests detailed in Section 10 of the LMSR Technical Manual.

4.2.8 Environmental Protection and Enhancement. The Contractor shall maintain and operate all shipboard environmental protection equipment in accordance with the manufacturer's instructions. Additionally, the Contractor shall manage environmental programs as follows:

4.2.8.1 Solid Waste/Garbage Control. The Contractor shall monitor and control waste disposal in accordance with COMSCINST 5090.2 Series and Annex V of the International Convention for Prevention of Pollution from ships (MARPOL 73/78).

4.2.8.2 Oil Pollution. The Contractor shall comply with COMSCINST 5090.1 Series, COMSCINST 5090.6 Series, and OPNAVINST 5090.1 Series with regard to oil pollution and prevention. The Contractor of these public vessels shall not cede sovereign immunity with regard to state and local oil pollution statutes and regulations.

4.2.8.2.1 Manage Shipboard Oil Pollution Emergency Plans. The Contractor shall develop and maintain Shipboard Oil Pollution Emergency Plans and respond and report oil/hazardous substance spills in accordance with COMSCINST 5090.1 and COMSCINST 5090.6 Series.

4.2.9 Hazardous Materials. The Contractor shall be responsible for proper identification, removal, handling, storage, transportation, and disposal of all hazardous substances (used or excess hazardous materials or hazardous wastes) generated during ship operation and maintenance (including shipyard periods). The Contractor shall comply with the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Clean Air Act (CAA), 42 U.S.C. § 7401 et seq.; the Clean Water Act (CWA), 33 U.S.C. §§ 1251-1387; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601 et seq.; 10 U.S.C. § 7311; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and all applicable environmental statutes and regulations. When practicable, the Contractor shall utilize DOD turn-in sites and procedures for the recycling or disposal of hazardous substances. These sites are identified in enclosure (3) to COMSC Instruction 4110.1B. In other instances,

e.g., during most shipyard repair periods, the Contractor will arrange for the proper removal, handling, storage, transportation, and disposal of hazardous substances generated in the performance of contract requirements. The Contractor shall specifically fulfill the requirements of 10 U.S.C. § 7311 when entering into contracts for ship repair or maintenance and will ensure that generator identification numbers supplied by the Environmental Protection Administration to the Contractor or to a Subcontractor are utilized for Hazardous Waste Manifest Forms. The Navy/MSR does not supply these generator identification numbers to the Contractor or Subcontractor, and will not be deemed or considered a generator of hazardous wastes during the performance period of this vessel operating and maintenance contract. The Contractor shall provide Subcontractors with a list of the types and amount of hazardous wastes expected to be generated during the performance of maintenance and repair work. When these activities take place outside U.S. waters, the Contractor shall also require third parties, such as shipyards performing repairs, to adhere to comparable environmental standards.

4.2.10. Fuel Bunkering. The Contractor shall comply with the USCG Regulations and COMSCINST 3121.9 Series, Chapter 8, Section 2 for fuel bunkering which shall include the establishment and utilization of a fueling bill including sampling, personnel billets, communications, and procedures for bunkering. Each ship is equipped with an oil spill containment and cleanup kit as detailed in COMSCINST 5090.1 and 5090.6 Series. The Contractor shall be responsible for maintaining and preserving all cleanup kits pursuant to Section C-2.1.2.

4.3 Maintenance and Repair, General. The Contractor shall maintain the material condition of all ships under this contract in accordance with the requirements outlined in Chapters 8, 9, 10 and 11 of the LMSR Technical Manual, and all other applicable instructions, rules and regulations referenced throughout this Performance Work Statement (PWS). All costs incurred for maintenance and repair are reimbursable in accordance with Section G of this contract.

4.3.1 Standard of Appearance. It is important that the vessel operation meets the highest possible standards of appearance and vessel smartness. To this end, the contractor shall maintain a continuous program of vessel maintenance. Section 8.7.5 of the LMSR Technical Manual outlines specific requirements for the appearance and preservation of the LMSR vessels.

4.3.2 Accomplish Voyage Repairs. The Contractor shall accomplish all voyage repairs. Voyage repairs, for the purpose of this contract, are defined as repairs to the ship including any and all ship systems which are accomplished during regular inport time without requiring a change in the ship's operating schedule. The Contractor shall arrange for industrial and technical assistance or riding crews to accomplish voyage repairs in a timely manner so that the ship can safely and efficiently accomplish its mission.

4.3.3 Government-Identified Voyage Repairs. The Government may identify needed voyage repairs as a result of formal or informal surveys and inspections. Although the Contractor may receive copies of correspondence identifying voyage repairs from these inspections, the Contractor must receive direction from the Contracting Officer prior to taking action. Upon receipt of this direction, the Contractor shall accomplish these voyage repairs in a timely manner.

4.3.4 Emergency Repairs. The Contractor shall accomplish emergency repairs as necessary to safeguard the ships, equipment and crews and to minimize delays in the operating schedule. The Contractor shall notify the Contracting Officer of emergency repairs by the next business day or not later than 48 hours. Emergency repairs required to maintain equipment in an operational status are permitted to be temporary. In the event a casualty report is not submitted as required, the repair will not be considered as an emergency repair. If the casualty is not properly documented, then no overtime or premium paid to expedite the repair will be reimbursable. If the casualty is properly documented and it is demonstrated to be in the best interests of the Government to expedite the repair, then reasonable costs associated with expediting the repairs shall be reimbursable, as allowed elsewhere in this contract. The Contractor shall submit daily status reports for emergency repairs being performed. This report shall, at a minimum, detail the work performed during the past 24-hour period.

4.3.5 Configuration Control. The Government shall retain control over the configuration of each ship. The Contractor shall perform no configuration changes to any ship without first securing the written consent of the Contracting Officer. Configuration changes are defined as alterations to the ship's hull, arrangements, machinery, systems, equipment, or allowance which involve a change in design, material, number, or location of components of a ship. Each configuration change shall be reviewed by the Government and the Contractor to identify required revisions or updates to technical documentation as required in Section C-4.3.6 and configuration documentation as required in Section C-4.4.1.3.1.

4.3.5.1 Contractor Alteration Requests. With the exception of minor alterations (as defined in Section C-4.3.5.3), the Contractor shall submit all requests for alterations to the Contracting Officer on a Government provided form.

4.3.5.2 Alteration Approval. The Contracting Officer will evaluate each alteration request based on an analysis of the need, cost effectiveness, feasibility, and desirability of the proposal. The Contracting Officer will provide direction for accomplishment of authorized alterations by issuance of a work order per Section C-4.3.5.4. The Contractor shall initiate no action towards the accomplishment of any alteration without first having secured the written authorization of the Contracting Officer.

4.3.5.3 Minor Alterations. Minor alterations are those alterations which: (1) require no design support, (2) would improve the operational efficiency or safety of the ship, (3) can be accomplished as the ship becomes available and (4) together with the cost of updating technical documentation, cost no more than \$25,000. Prior to initiating any action to implement Minor Alterations, the Contractor shall forward Minor Alteration Requests by letter to the Contracting Officer for approval. At a minimum, the letter shall contain a cost estimate to accomplish the alteration, including the cost to update technical documentation, and a brief description of the need for the alteration and method of accomplishing the alteration. Upon receipt of the above information the Contracting Officer will evaluate the proposed alteration based upon an analysis of the need, cost effectiveness, feasibility, and desirability of the alteration. Based upon this evaluation, the Contracting Officer may authorize the accomplishment of the minor alteration. The Contractor shall accomplish no minor alterations without first securing the written authorization of the Contracting Officer. The Contractor shall comply with the

ILS/Technical Documentation requirements in Section 21 of the LMSR Technical Manual to ensure timely and accurate invoice certification/reimbursement.

4.3.5.4 Government Required Alterations. After contract award, configuration changes may be necessary to meet changes to regulatory requirements, Sponsor requirements, and/or MSC's requirements. In these instances, the Contracting Officer will provide to the Contractor a Work Order, transmitted with a cover letter and including a statement of work, directing the accomplishment of the alteration, and all other associated documentation necessary to accomplish the alteration. The Contractor shall be responsible for accomplishing the alteration, and for updating shipboard technical documentation with that technical information provided by the Government. Responsibility for procurement of material will be decided on a case-by-case basis, depending on the timeframe requirements to accomplish the alteration and whether the Government already possesses the material in long supply. In either case, the procurement action required will be indicated in the Work Order documentation. The Contractor shall comply with ILS/Technical Documentation requirements in Section 21 of the LMSR Tech Manual to ensure timely and accurate invoice certification/ reimbursement.

4.3.5.5 Reimbursement for Alterations. The Government will reimburse the Contractor for the contractually reimbursable costs of accomplishing all alterations and for the procurement of updates to technical documentation, with the exception of those alterations for which the crew may realize enhanced living conditions, labor savings, or other benefit. In these instances, the Contracting Officer and the Contractor will negotiate an equitable adjustment to the fixed price for the accomplishment of the alteration which takes into consideration any savings realized by the Contractor and/or any reduction in preventive maintenance requirements as a result of the alteration. Alternatively, in those instances where the alteration increases preventive maintenance requirements beyond the requirements of Section 8 of the Technical Manual, the Contracting Officer and the Contractor will negotiate the cost of the additional manpower requirements. The Government will not reimburse the Contractor for any costs incurred in managing or administering the accomplishment of any alteration, except for alterations over \$100,000 accomplished outside of CONUS. (For these alterations, the Contractor will be reimbursed for actual transportation costs, lodging, meals and incidental expenses for Port Engineers as a part of the annual budget for Port Services.) Upon completion of an alteration, the Contractor shall submit a separate vendor's invoice with a completed MSC Form 4720/2 (Rev. 12-72) for reimbursement.

4.3.5.5.1 Alteration Development by Contractor. The Government will reimburse the Contractor for all direct expenses of alteration development and design, procurement specification and work item development for alterations approved in accordance with Section C-4.3.5.2. To be considered for reimbursement, the Contractor must request and receive approval from the Contracting Officer prior to commencement of the alteration development effort. The request must include a breakdown of the labor requirements needed to accomplish the alteration and provide an itemized cost estimate. All work items must be in accordance with MSC Std. Plan (803-7081124 "Work Item Preparation Guide"), and procurement specifications must include provisioning technical documentation (PTD) requirements detailed in Section 21 of the LMSR Technical Manual.

4.3.6 Integrated Logistics Support (ILS)/Technical Documentation. The Government requires ILS and technical documentation to support the life cycle operation of shipboard equipments and systems. ILS and technical documentation includes repair parts, technical manuals, special tools, test equipment, training, drawings, and technical support data.

4.3.6.1 Initial Outfitting of ILS/Technical Documentation. At turnover, the Government will provide a ship initially outfitted with SHIPCLIP, SM and Government Furnished Property records. The Contractor will maintain SHIPCLIP and SM hardware and software in fully functional status at all times.

4.3.6.2 Acquisition of ILS/Technical Documentation for Planned Alterations. Shipboard alterations which are approved, procured, and installed under C-4.3.5.4 require the acquisition and approval of ILS/Technical Documentation concurrent with the equipment acquisition and prior to shipboard installation.

4.3.6.3 ILS/Technical Documentation for Emergent Repairs. Shipboard alterations which are the result of emergent repairs also require the acquisition of ILS/Technical Documentation concurrent with acquisition.

4.3.7 Maintenance of ILS/Technical Documentation. The Contractor shall be responsible for maintaining the accuracy of the shipboard technical documentation. The Contractor shall submit the technical documentation for any configuration change performed during the course of the contract that causes or will cause a change in a ship's plan and/or a Manufacturers Technical Manual, or will necessitate the development of an additional plan and/or an additional Manufacturer's Technical Manual. In addition, as official changes in technical documentation are promulgated, the Contractor shall be responsible for filing OPNAV Form 4790.CK, Configuration Change Form as required by COMSCINST 4790.3 Series, Equipment Configuration Management for Ships of the Military Sealift Command as detailed in Section 5 of the LMSR Technical Manual. The Contractor shall enter official changes to technical documentation in the Manufacturer's Technical Manual or on the ship's plan, and shall file appropriately any new Technical Manual or plan. The Contractor shall provide two (2) copies of the Manufacturer's Technical Manual for new equipment to COMSC, PM 3. The Contractor's maintenance of shipboard technical documentation may be checked at anytime by a representative of the Contracting Officer.

4.3.7.1 Shipboard Plans and Technical Manuals. During the predelivery period for each ship, the Government will be responsible for verifying the complete inventory of that ship's plans and technical manuals. The Contractor shall catalog the Technical Manuals, noting the location of each manual. Additionally, the Contractor shall maintain one clean copy in a central library with working copies available in separate locations. Any shortages must be reported to the Contracting Officer when identified. The Government will furnish, either directly or on a cost reimbursable basis, all shortages identified prior to fitting out (typically 30 to 45 days after delivery). The Contractor shall bear the cost of additional copies of any plan or manual above and beyond the complete shipboard inventory. With the exception of any additional plans and manuals which the Contractor may purchase, the inventory of plans and manuals onboard each

ship will be regarded as Government Property. The Contractor shall be responsible for the replacement cost of any shipboard plans or manuals that are lost or are rendered unusable during the course of the contract.

4.3.7.2 Contractor's Shore Staff Plans and Technical Manuals. The Government will furnish the Contractor's shore staff with one set of ship plans and technical manuals. The Contractor will be charged the Government's cost of reproduction for any additional copies required during the course of the contract. Technical manuals and drawings shall be turned over to any subsequent Contractor at the conclusion of the contract period.

4.3.7.3 Automated Technical Data Management. Each ship will be provided an automated record of; (1) the installed fixed and portable hull, mechanical, electrical, electronic equipments, test equipment, and special tools; (2) allowance levels for associated parts support; (3) and an indication of applicable technical manuals/ references. The Government shipboard repository/record for this technical data is Shipboard Configuration and Logistics Program (SHIPCLIP). SHIPCLIP is a automated multi-user technical reference and retrieval software package providing a change reporting and feedback processing capability which supports the requirements outlined in paragraph 4.3.7.4 SHIPCLIP will be provided and installed by the Government.

4.3.7.4. Maintenance of Technical Support Data. Technical support data will be maintained utilizing the appropriate method to ensure accurate and timely invoice certification and processing.

4.3.7.4.1. Allowance Change Requests (ACR) ACR's are utilized to request authorization to increase the range or depth of any material which is listed on an the Allowance Part List (APL)/Allowance Equipage List (AEL) number or for each item whose allowance levels are omitted, inadequate, or excessive to support 180 consecutive days of sustained operation at sea. Each request shall include the complete nameplate data of the item, the APL/AEL number of the component, the Tech Manual title, the NAVSEA number for the Manufacturer's Technical Manual, the Manufacturer's name, the NAVSEA number for the drawing, the quantity of components presently onboard, the quantity of components which is required, the quantity of components prescribed in the SHIPCLIP, the service application of the component (the system in which the component is used). ACRs are to be electronically submitted to PM3L utilizing SHIPCLIP. If a change in allowance level is determined to be appropriate, the Contractor will be sent allowance changes electronically with the next SHIPCLIP update. Approval of the ACR will provide the Contractor with the authority to change the shipboard allowance levels of the component. The Contractor is required to submit ACR's with invoices to ensure accurate certification of invoices can be made for timely reimbursement. The Contractor will be reimbursed for the purchase of only those items which are either currently allowed, have been approved, supported/identifiable in SHIPCLIP.

4.3.7.4.2. Configuration Change Reports (CCR) CCR's are utilized to document the installation, relocation, and/or removal of installed and/or portable equipment. CCR's are to be electronically submitted to Government staff utilizing SHIPCLIP. The Contractor is required to submit CCR's

with invoices in support of alterations (Section C-4.3.7.4.4) to both the ACO and MSC PM32 to ensure accurate invoice certification can be made for timely reimbursement. Examples of equipment changes requiring ECR submission include, but are not limited to, the following:

- (1) The substitution of a piece of equipment with its onboard spare,
- (2) The receipt or turn-in of electronic test equipment,
- (3) The replacement of a unit or component with a unit or component which has a different part number or serial number,
- (4) The installation of any new equipment or component either as a separate unit or as an addition to an existing system,
- (5) The relocation of any installed equipment, or modification of equipment,
- (6) The removal or withdrawal from service of any installed or in-use equipment, including test equipment,
- (7) The turn-in of an equipment or component to a repair activity for which a different equipment or component is received (for example, different manufacturer, model number, serial number),
- (8) The modification of equipment as a result of repairs, operating deficiencies, etc., when the modification changes the logistic support requirements of the equipment.
- (9) The accomplishment of any alteration.

4.3.7.4.3. Fleet SHIPCLIP Feedback Reports (FCFR). FCFRs submission is required when repair part/technical documentation technical support data is unavailable, incorrect, or a substitute has been identified. FCFR's are to be electronically submitted to Government staff utilizing SHIPCLIP. The Contractor is required to submit FCFR's with invoices to ensure accurate certification can be made for timely reimbursement.

4.3.7.4.4 Reimbursement for Integrated Logistics Support. Technical support data contained within SHIPCLIP will be the basis for certifying contractor invoices will be approved. Complete, timely, and accurate submission of maintenance/feedback actions will ensure timely reimbursement.

4.4 Material Support, General. The Contractor shall manage material support for the vessels under this contract to meet operational, maintenance, repair, alteration, and special Sponsor requirements. SHIPCLIP is the record of each ship's fixed and portable hull, mechanical, and ordnance equipment. It establishes allowance levels for material to be carried onboard for the operation, maintenance, and repair of the ship's equipments/components as well as an automated

record of Government Furnished Property. SHIPCLIP will be the Government's automated tool to maintain corporate knowledge of shipboard configuration as well as the tool for invoice certification. The Government may check the Contractor's maintenance of SHIPCLIP at any time. The Government will also provide an automated system for use by the contractor in managing the ship's material support. The Supply Management (SM) system contains material support and financial modules to automate requisitioning, receipt, inventory, and special material management processes.

4.4.1 Asset Management Requirements/Standards: The Contractor shall meet the following requirements/ performance standards:

- An overall inventory validity rate of 90% will be maintained for all materials turned over to the contractor that are listed on stock record cards; 100% for DLRs and Controlled Equipage
- Maintain neat and orderly storerooms permitting safe access to and retrieval of stored material;
- Re-order upon issue any material listed on stock records;
- Control of Shelf-life material will be consistent with established DoD policy concerning the identification, control, and utilization of shelf-life items. Procedures for proper management of these items are contained within NAVSUP Publication P-485, Chapter Four.
- Hazardous Material (HAZMAT) will be controlled in accordance with COMSINST 4110.1 Series.

4.4.2 Allowance Levels. SHIPCLIP will be the official reference for onboard allowance information. Changes to SHIPCLIP allowances may be requested utilizing procedures in paragraph 4.3.7.4.1.

4.4.3. Procurement Procedures for Material/Supplies and Installed Equipment. The Contractor shall procure all repair parts, supplies, and installed equipment necessary to maintain and repair the ships, perform alterations, and maintain SHIPCLIP allowances. The contractor will screen all repair parts with on-board stocks prior to ordering from the Supply System or commercial sources. When on-board stock is insufficient or not available the contractor will attempt to cross all repair parts to a stock number using the CD-ROM publication and query the supply system to determine its ability to meet the material required delivery date. The contractor shall utilize the SM system and its material support and financial modules to automate requisitioning, receipt, inventory, and special material management processes.

4.4.3.1 Procurement through the Navy Supply System. The Contractor is no longer required to first attempt to acquire National Stock Numbered (NSN) material/supplies through the DOD/Navy Supply System. If the Contractor does intend to use the DOD/Navy Supply System, the Contractor should screen the material through SHIPCLIP or HAYSTACK (or an equivalent CD ROM publication) for assignment of an NSN. The procedures for ordering material/supplies through the Navy Supply System are set forth below:

4.4.3.1.1. Submission of Requisitions. The Contractor shall use the SM system to submit requisitions to the nearest Fleet Industrial Supply Center. The Contractor shall use NAVSUP

Form 1250-1 or MILSTRIP format for requisitioning NSN-numbered repair parts and equipment. Detailed instructions for preparing MILSTRIP and other forms of requisitions are available in NAVSUP Publication 485 (Afloat Supply).

4.4.3.1.2 Commercial Procurements of Repair Parts and Installed Equipment, General. If the Navy Supply System does not stock the required item, or if the lead time for ordering a specific item from the Navy Supply System would adversely impact the operation of the ship, the Contractor shall procure the required item from commercial sources, and will use the SM system to record the transaction. When a commercial source is used to replace an equipment, and a different equipment is installed, the Contractor will comply with ILS/Technical Documentation requirements in 4.3.6 to ensure timely and accurate invoice certification/reimbursement.

4.4.3.1.2.1 Commercial Procurements which Exceed \$50,000. The Contractor shall notify the Contracting Officer in advance of the purchase of spare and repair parts or installed equipment with a cost in excess of \$50,000 per unit of issue. This notification shall include information regarding the price of the part per unit of issue, the number of units required, the National Stock Number, the Manufacturer's Name, the Manufacturer's Part Number, the Allowance Part Number, and the date by which the part(s) is required.

4.4.3.1.2.2 Reimbursement for Purchases. The Government will reimburse contractually reimbursable costs for purchases of all repair parts and replacement of installed equipment as a part of the budget for maintenance and repair as described in Section C-2.2.6. The Contractor shall retain documentation citing justification for the purchase of each unit of issue, the Casualty Report (CASREP) number, the preventive maintenance action, the voyage repair number, etc. which generated the need for the part or item and the method of determining price reasonableness. Part information will include NSN or Part Number and Manufacturer, quantity, unit price, total price; it will also include the applicable APL, AEL, SHIPCLIP Configuration Change, Allowance Change, or Feedback Report.

4.4.4 Transportation of Installed Equipment, Shipboard Furnishings, Repair Parts, Controlled Equipage, Loose Equipment, Provisions, and Consumables. The Contractor shall arrange for the transportation of all installed equipment, shipboard furnishings, repair parts, controlled equipage, and loose equipment to each ship unless otherwise informed by the Contracting Officer. The Contractor shall not commingle the transportation of installed equipment, shipboard furnishings, repair parts, controlled equipage, and loose equipment with the transportation of provisions, consumables, and other items which are for the Contractor's account. The Contractor shall be reimbursed actual costs for transportation of installed equipment, shipboard furnishings, repair parts, controlled equipage, and loose equipment as a part of the budget for maintenance and repair as described in Section C-2.2.6.

4.5 Provide Hotel Services. The Contractor shall provide hotel services to ship's Crew and Sponsor Personnel commensurate with crewmembers of equivalent rank or status (i.e. Officers, Senior NCOs (E7-E9) and Enlisted (E6 and below)).

4.5.1 Subsistence Endurance Levels. The Contractor shall establish standard records and procedures for use in each LMSR ship to ensure that the endurance levels stated below are maintained at all times.

| <u>Type of Provisions</u> | <u>Days Endurance</u> |
|---------------------------|-----------------------|
| Dry | 90 |
| Chilled | 45 |
| Frozen | 45 |

The Contractor shall maintain these endurance levels which are within the capability of each LMSR ship as designed. During normal operations, the ship will support no more than 8 Government personnel (CMC) with the exception of the Squadron Flagship USNS SODERMAN or the USNS RED CLOUD. The ships were built to support the Contractor's crew, assigned Sponsor personnel or up to a total of 95 personnel during contingencies. Additional costs associated with providing hotel services during contingencies is reimbursable.

4.5.1.2 Provide Food Service For Sponsor Personnel. The Contractor shall provide sponsor personnel with galley prepared food service. The food provided shall offer variety, quality, nutritional value, and adequate amounts which will equal industry standards.

4.5.1.3 Purchase of Foreign Foods. The Contractor shall ensure that foreign meat, fish, poultry and dairy products will be purchased only in emergency situations and only from approved sources established by the Army and Air Force Veterinary Services or the Navy Medical Service and only in quantities required to alleviate the emergency. A list of approved food sources in the operating area is prepared by the U.S. Army Veterinary Service should be requested from COMSC, Code N14. The Contractor shall further comply with the provision of COMSCINST 6000.1 Series, Medical Manual, and NAVMED P-5010, Chapter 1.

4.5.2 Food Service Operations. All food service operations onboard these ships shall be conducted in a safe and sanitary manner and in accordance with NAVMED P-5010, Chapter 1.

4.5.3 Provide Sanitation Services. The Contractor shall maintain food service spaces in a sanitary condition at all times in accordance with standards prescribed in COMSCINST 3120.16 Series, Standards of Appearance, COMSCINST 4000.2 Series, Military Sealift Command, Supply Procedures Manual and NAVMED P-5010, Manual of Naval Preventive Medicine. Habitability and sanitation inspections shall be performed in accordance with NAVMED P-5010, Chapter 1. Staterooms shall be maintained in a clean and sanitary condition.

4.5.3.1 Provide Pest Control. The Contractor shall ensure that all living spaces, recreation lounges, and work areas are free of pests at all times. The Contractor shall ensure that all personnel conducting pest control measures have been properly trained in accordance with Section C-4.7 and shall strictly observe all manufacturers precautions when using chemical pesticides for the control of pests. The Contractor is responsible for ensuring rat guards are appropriately installed on all mooring lines and service lines such as electrical, steam and water,

and that the gangway and other potential access points are appropriately lighted or protected to preclude rodents. All stores shall be checked by the Contractor's personnel or government personnel as appropriate, prior to loading to ensure they are rodent or pest free.

4.5.3.2 Certificate of Deratization. The Contractor shall procure the necessary inspection to maintain each ship's certificate of deratization. The Contractor shall maintain the Certificate at all times in accordance with NAVMED P-117, Article 22-37 to ensure there will be no delays in sailing the ship or entering ports.

4.5.4 Provide Linen. The Contractor shall provide the following laundered items to all Sponsor/Government personnel when they report onboard ship and replace them if they should become worn: sheets, blankets, bedspreads, pillowslips, towels, and bath mats.

4.5.5 Provide Self-Service Laundry Facilities. The Contractor shall make available self-service laundry facilities for the Sponsor which may be shared with ship's crew. Laundry facilities will be available at all times and will include sufficient amount of all cleaning supplies.

4.5.6 Clean Living Space. The Contractor shall keep passageway and ladderwells free of dirt and debris at all times, and sweep and swab decks on a daily basis. On a weekly basis, the Contractor shall perform, at a minimum, the following janitorial services

- Wash overheads and bulkheads.
- Wash and wax the deck (tile only)
- Sweep or vacuum deck
- Polish brightwork
- Cleaning of embarked personnel berthing spaces

4.6 Communications.

4.6.1 Radio Room Functions. The Contractor shall perform the following basic radio room functions in compliance with national and international regulatory body requirements and all MSC special requirements. Master shall also have knowledge of BESTS (Bandwidth Efficient Satellite Transport System). BESTS provides 24/7 continuous connection, fixed monthly charge not based on usage, and finite bandwidth shared by phone/fax/NIPRNET/SIPRNET encrypted transmissions.

4.6.2 INMARSAT. The Contractor shall provide INMARSAT operators and maintainers during all FOS periods. The INMARSAT is to be left on at all times and accessible during all FOS periods, at sea and in port unless otherwise directed by MSC authorities.

4.6.3 Logs and Files. The Contractor shall maintain all communications logs in accordance with regulatory bodies and NTP-10 Series and shall maintain an ALMSC General Message File in accordance with NTP-10 Series. The Contractor shall retain all messages on file for thirty (30) days unless otherwise specified in NTP-10 Series.

4.7 LMSR CONTRACT TRAINING REQUIREMENTS

4.7.1 General. All programs and courses developed by the Contractor under this contract will be delivered under Section F-3, Time of Delivery. Sixty (60) days after contract award, the total training package, including lesson plans shall be submitted to the Contracting Officer for approval. The Government retains the right to attend any or all training sessions.

4.7.1.1 Federal, State, Local Governmental training requirements. For the length of this contract, the contractor shall ensure that each mariner meets all Federal (i.e. USCG, EPA, FCC, etc.), State and local governmental training requirements that are presently in effect or that may be imposed by those agencies in the future. These training requirements include, but are not limited to GMDSS, STCW, Chemical Testing, OPA 90, Ozone Depletion Substances, HAZMAT, etc.

4.7.1.2 Conduct of Training. Unless specifically noted to the contrary, all shore-side training shall be accomplished prior to assignment to a ship, and all shipboard training shall be accomplished prior to performing the evolution(s). **This requirement is in line with present maritime practice.**

4.7.1.3 Cost of Training. The cost associated with all training or re-training (tuition, travel, wages, lodging, food, etc.) cited herein is the responsibility of the contractor.

4.7.1.4 Technical Exhibits. Technical Exhibits are a synopsis of the required contract training. This section shall take precedent over any discrepancies with any Technical Exhibit.

4.7.1.5 Specific Training Requirements. The following MSC and Department of the Navy training requirements cited below are in excess of the minimum Federal-training requirements and shall be maintained throughout the life of the contract.

4.7.1.6 Quota Control. The Afloat Personnel Management Center (APMC) of Virginia Beach, VA will serve as quota control for all MSC and U.S. Navy courses. Because of either the frequency and long lead time required to obtain quotas, the contractors need to give MSC at least 90 day notice for any required training.

4.7.1.7 Entrance Requirements. All Contract mariners attending any of MSC's courses at our training facilities in Freehold, NJ or San Diego, CA, must submit a letter, on Company Letter Head, to the director of the respective training facility, prior to commencement of the training indicating:

Mariners name; and
Social Security Number; and
The contract number under which the mariner is attending; and
Ship assignment prior to commencement of training.

4.7.1.8 Training Periodicities. Any training periodicities cited herein shall be interpreted to mean that the certification is good for a (x) period of time from the time of the completion of the specific course and the course shall need to be retaken prior to the expiration date of that periodicity. Example No. 1: A 5 year contract begins on 1 Jan '00. The contract requires the mariner to have taken a Damage Control course prior to assignment to the ship with a periodicity of 5 years. If mariner (a) completed a Damage Control course on 1 Jan '98, then that mariner can be employed on the ship on 1 Jan '00, but will have to re-take the Damage Control course again prior to 1 Jan '03. Example No. 2: Same contract, but mariner (b) is hired on 1 Jan '02 and has not taken a Damage Control course. Mariner (b) will have to take the Damage Control course prior to assigned to a ship. On 15 Jan '02 mariner (b) completes the Damage Control course and then reports aboard the ship. Mariner (b) will not have to retake the Damage Control course again for the duration of the current contract. If the contract is extended for another 3 years, until 1 Jan '06, then mariner (b) will have to retake the Damage Control course again prior to 15 Jan '05.

4.7.2 Required Shore-Side Training.

4.7.2.1 General. All shore-side training shall be completed prior to assignment to a ship

4.7.2.2 Basic Safety Training. All mariners shall have completed a USCG approved Basic Safety Training course every five (5) years.

4.7.2.3 Damage Control. All mariners shall have successfully completed a MSC approved Damage Control course or the U.S. Navy's Damage Control course (K-495-0045) every five (5) years.

4.7.2.4 Advanced Fire Fighting. All licensed mariners shall have successfully completed a USCG approved Advanced Fire Fighting course every five (5) years.

4.7.2.5 Rigid Hull Inflatable Boat (RHIB). Since the RHIB employed aboard the LMSRs are not Fast Rescue Boats, and are different from the survival craft taught in a USCG approved course in 'Proficiency in Survival Craft and Rescue Boats Other Than Fast Rescue boats' MSC, requires that any mariner who will be involved in the launching, recovery, operation and maintenance of the ship's RHIB shall be taught in the operation and maintenance of the ship's RHIB. This shall include the safety precautions during launch and recovery of the RHIB in calm and rough seas, how to handle the RHIB in prevailing and adverse weather and sea conditions, knowledge of the maintenance, emergency repairs, normal inflation and deflation of buoyancy compartments of inflated RHIBs and the methods of starting and operating a RHIB engine and its accessories.

4.7.2.6 Environmental.

4.7.2.6.1 MSC's Environmental Programs Course: All mariners shall have successfully completed a MSC approved Environmental Programs course once every three (3) years

4.7.2.6.2 Afloat Environmental Protection Coordinator (AEPC) course: The contractor shall ensure that at least one licensed officer is designated as the ship's AEPC and the training requirements of COMSC Notice 5090 are accomplished.

4.7.2.6.3 Afloat Hazardous Material Coordinator Course: The contractor shall ensure that at least one licensed officer is designated as the ship's HAZMAT Coordinator and has successfully completed the U.S. Navy's Hazardous Material Coordinator course or a commercial equivalent.

4.7.2.7 Force Protection.

4.7.2.7.1 Anti-Terrorist Awareness Training: All mariners shall complete the U.S. Navy Level 1 Anti-Terrorist Awareness Training prior to departure Continental U.S. and every year thereafter as described in MSC's Training Bulletin 01-2001. Unique circumstances will be considered on a case by case basis.

4.7.2.7.1 Anti-terrorism Officer Training (ATO): At least one (1) licensed officer, who shall act as the ship's Anti-Terrorism Officer, shall successfully complete MSC's Anti-Terrorism Officer's course once every five (5) years. The ship's ATO shall also be responsible for giving the Anti-Terrorism Awareness Training to the ship's crew in accordance with MSC's Training Bulletin 01-2001.

4.7.2.7.2 Shipboard Security and Tactics (SST) course: When and where made available, those mariners assigned to the ship's physical security team shall successfully complete an approved MSC SSET course every five (5) years.

4.7.2.7.3 Ship's Crew Force Protection Training: The ship's ATO is responsible for conducting a shipboard Security Education Program in accordance with COMSCINST 5530.3 Series.

4.7.2.7.4 Small Arms Instruction and Qualification: The contractor shall ensure that any mariner who is required to bear small arms in the performance of their duties shall have successfully completed the appropriate approved MSC Small Arms course and ensure that the annual certification is maintained.

- Initial Small Arms Instruction and Qualification course.
- Annual Small Arms Instruction and Re-Qualification course.

4.7.2.8 Gas Free Engineering: The contractor shall ensure that at least one licensed officer successfully completes the U.S. Navy course *Gas Free Engineer* (K-495-0051) or a commercial equivalent. This course is designed to give the ship's officer the an awareness of the many hazardous atmospheres found onboard ships. To train the officer in the use of the various instruments available for the purpose of determining if a hazardous atmosphere exists. The

course also deals with the actual process of removing a hazardous atmosphere and the administrative procedures for ensuring that a gas freeing program is functioning properly aboard the ship.

4.7.2.9 Chemical, Biological and Radiological Defense (CBR-D).

4.7.2.9.1 CBR-D Orientation: All mariners shall successfully complete an MSC approved CBR-D Orientation course every five (5) years. MSC's CBR-D Officers Course does not qualify the ship's CBR-D Officer to administer this course for certification. There are a limited number of certified instructors and sites that are approved to teach this course. Some sites where a contractor may obtain this training are at MSC's training centers, AMO, SIU, SUP, MITAGS, GMAT and Texas A&M University.

4.7.2.9.2 CBR-D Officers Course: The contractor shall ensure that each ship has a licensed officer aboard at all times that has successfully completed MSC's CBR-D Officer's course every five (5) years.

4.7.2.10 Engineering.

4.7.2.10.1 Gas Turbine training: The contractor shall ensure that all licensed engineers hold properly documented and endorsed licenses for gas turbine engines for their position and in addition have completed one of the following:

a) Have at least 6 months of provable successful experience of operating a gas turbine plant of 8,000 Horse Power or greater; or

b) Have completed an approved USCG Gas Turbine course as defined in paragraph 7 of the USCG Navigation Vessel Inspection Circular (NVIC) 2-01; or

c) Have completed a U.S. Navy Surface Warfare Officer Advanced Gas Turbine Engineering course A-4H-0158 or Surface Warfare Officer Basic Gas Turbine Engineering course A-4H-0138; or

d) Have completed a gas turbine course for power plants greater than 8,000-horse power.

4.7.2.10.2 Government Provided SAMM training The Government will provide the initial instruction and training on MSC's Shipboard Automated Maintenance Management (SAMM) program to the contractor personnel at the commencement of the contract performance period.

4.7.2.10.3 Contractor Provided SAMM Training: The contractor shall be responsible for all subsequent SAMM training in accordance with Section C of this contract.

4.7.2.10.4 MSC's Paint Course: The ship's Chief Mate and Bos'n shall successfully complete MSC's Paint Course. This training does not have to be taken prior to assignment to ship

4.7.2.10.5 MSC's Vibration Analysis Course: The ship's Second and Third Assistant Engineer's shall successfully complete MSC's Vibration Analysis Course or commercial equivalent..

4.7.2.10.6 MSC's Shipboard Engineering Chemical Course: The ship's **Chief Engineer, First** and Second Assistant Engineers shall successfully complete an approved MSC's Shipboard Engineering Chemical Course or commercial equivalent.

4.7.2.10.7 MSC's Lube Oil Analysis Course: The ship's **Chief Engineer, First** and Second Assistant Engineers shall successfully complete MSC's Lube Oil Analysis Course or commercial equivalent.

4.7.2.10.8 MSC's Shipboard Automated Maintenance Management (SAMM) course: All ship's licensed Engineers, Chief Mate and Chief Steward shall successfully complete MSC's Shipboard Automated Maintenance and Management system (**SAMM**) course or the contractor's SAMM course.

4.7.2.11 Communications.

4.7.2.11.1 Local Area Network (LAN) Administration: Those mariners assigned responsibility for the ship's LAN administration shall successfully complete a MSC sponsored Shipboard LAN Administration course.

4.7.2.11.2 Message Traffic Transfer: Those mariners responsible of the shipboard communications shall successfully complete a MSC sponsored Personal Computer to Personal Computer Transfer System (PPTS) courses.

4.7.2.11.3 BEST Operator: For those ships that are, or will be, fitted with MSC's BEST communications system, those mariners who will be serving as BEST operators shall successfully complete MSC's BEST Operator Training Course.

4.7.2.11.4 Electronic Key Management System (EKMS): For those ships where BEST is, or will be, installed, the BEST operators shall successfully complete a MSC sponsored EKMS / Local Element course.

4.7.2.12 Explosive Handling.

4.7.2.12.1 Basics of Naval Explosives Hazard Control Course (AMMO-C-21): All crewmembers who will be handling, loading or storing explosives shall successfully complete the U.S. Navy's computer based training course 'Basics of Naval Explosives Hazard Control (AMMO-C-21)' prior to engaging in any ammunition operations.

4.7.2.12.2 Naval Explosives Safety Supervisors/Managers Orientation Course (AMMO-C-25): All licensed officers who will be handling, loading or storing explosives shall successfully complete the U.S. Navy's computer based training course 'Naval Explosives Safety

Supervisors/Managers Orientation (AMMO-C-25)' prior to engaging in or supervising any ammunition operation.

4.7.2.13 Supply – ShipCLIP. Due to ongoing changes in MSC supply and property management software, the government will provide a one-week no cost course in Supply and Property Management at the Naval Supply Corps School in Athens, GA. The Contractor shall include in their proposal the cost and associated salaries to attend this training for both the corporate property administrator and the shipboard storekeepers at least twice during the performance of this contract.

4.7.2.14 Medical.

4.7.2.14.1 Elementary First Aid: All mariners shall successfully complete a USCG approved *Elementary First Aid* course every five (5) years. This course may be conducted aboard ship for re-certification purposes.

4.7.2.14.2 Provide Medical First Aid: All licensed officers shall have successfully completed an approved USCG *Provide Medical First Aid* course within the last five (5) years. This course may be conducted aboard ship for re-certification purposes.

4.7.2.14.3 Take Charge of Medical Care On Board Ship: The ship's Medical Department Representative (MDR) shall successfully complete an approved *USCG Take Charge of Medical Care On Board Ship* that covers *Elementary First Aid*, *Provide Medical First Aid* as part of the *Take Charge of Medical Care On Board Ship* every five (5) years.

4.7.2.14.4 Organize and Manage the Provision of Medical Care On Board: The Master and Chief Mate (as required by STCW '95, Section A-II/2) and MDR (as required by MSC) shall successfully complete a course covering the use and contents of the following publications (STCW Section A-II/2, Table A-II/2):

- International Medical Guide for Ship;
- Medical section of the International Code of Signals
- Medical First Aid Guide for Use in Accidents Involving Dangerous Goods.

4.7.2.14.5 Shipboard Pest Management: The MDR shall successfully complete the U.S. Navy course *Shipboard Pest Management* (B-322-1075) every three (3) years.

4.7.2.14.6 Heat Stress Afloat: The MDR shall successfully complete the U.S. Navy course *Heat Stress Afloat* (B-322-2320) every five (5) years.

4.7.2.14.7 Hearing Conservation Afloat: The MDR shall successfully complete the U.S. Navy course *Hearing Conservation Afloat* (B-322-2310) every five (5) years.

4.7.2.14.8 Water Sanitation Afloat: The MDR shall successfully complete the U.S. Navy's course in *Water Sanitation Afloat* (B-322-2120) every three (3) years.

4.7.2.14.9 Marine Sanitation Devices: The MDR shall successfully complete the U.S. Navy's course *Health Aspects of Marine / Sanitation Devices* (B-322-2130) every three (3) years.

4.7.2.14.10 Respiratory Protection: The MDR shall successfully complete the U.S. Navy's course *Respiratory Protection Program Management* (A-493-0082) every five (5) years.

4.7.2.14.11 Navy Chemical, Biological, Radiological and Environmental (CBRE) Casualty Care Management Course: The MDR shall successfully complete the U.S. Navy's *Chemical, Biological, Radiological and Environmental Casualty Care Management Course* (B-6H-3000) every five (5) years.

4.7.2.15 Steward. ServSaf: The Chief Steward shall successfully complete the National Restaurant's Association's course *ServSaf* every three (3) years. This training may be obtained from National Restaurant Association's Educational Foundation; 250 South Wacker Drive, Suite 1400; Chicago, IL 60606-5834; 1(800) 765-2122; www.edfound.org

4.7.3 REQUIRED SHIPBOARD TRAINING.

4.7.3.1 General. The training cited in this part, generally, may be accomplished aboard ship, but some equipment training may be better suited to teaching ashore. The contractor shall ensure that mariners being assigned to any ship be familiar with their specific duties and with all ship arrangements, installations, equipment, procedures and ship characteristics that are relevant to their routine or emergency.

4.7.3.2 Shipboard Equipment Training. Equipment training courses shall be provided by either the equipment manufacturer or a qualified, skilled instructor who has completed the manufacturer's training course. The use of non-manufacturer's instructors shall be subject to the approval of COMSC. The contractor shall ensure that all mariners can operate, repair or maintain the ship's equipment listed below. The mariners shall be trained in the operations, maintenance, repair and all safety aspects and limitations of each piece of equipment and systems, under their responsibility, as established by manufacture's guidelines and regulatory requirements prior to use as required by 46 CFR Part 15. The mariner shall also demonstrate their competence in the operation and maintenance of the ship's equipment and system to the ship's management team prior to working on or operating the equipment or system.

- Ship's Stern ramp and side ports; and
- Ship's cargo handling equipment; and
- Ship's cranes; and
- Ship's personnel moving/lifting equipment; and
- Ship's cargo holds fume tight and watertight doors.

4.7.3.3 Ship's Training Manual. The Contractor shall ensure that a ship's training manual is maintained on board in accordance with 46 CFR 199.180 (a).

4.7.3.4 Onboard Training & Instruction. The Contractor shall ensure that all mariners are trained in accordance with 46 CFR Part 15.1105 and 46 CFR Part 199.180 (b) and (g). The Master shall ensure that all mariners are trained and demonstrate their competence as to their duties in the respective ship's emergency and station bills.

4.7.3.5 Confined Space Rescue. The ship's Master shall ensure that the crew's emergency rescue team is trained to extricate an unconscious and disabled person from a confined space (i.e. pump room, cargo tank, cargo hold, void, etc.) through a limited or restricted access. The training should ensure the proper use of personal protective equipment (ex. SCBA), the rescue equipment necessary for making the rescue from the confined space (ex. harness), and the proper procedures associated with confined space rescue.

4.7.3.6 CBR-D Training. The Master and ship's CBR-D Officer shall ensure that CBR-D cited in MSC's CBR-D Shipboard Training and Administrative Program and COMSCINST 3541.5 series.

4.7.3.7 Steward. The Chief Steward shall ensure that all food handlers are appropriately trained in accordance with the ServSaf program.

4.7.3.8 Towing and Salvage. The ship's Master shall ensure that the ship's Towing and Salvage detail are trained in the towing procedures in accordance with the ship's Towing and Salvage Bill and the ship's Damage Control Manual. At a minimum, all towing gear should be laid out and inspected and the crew trained in the ship's towing procedures and their responsibilities and safety aspects of towing.

4.7.4 DRILLS.

4.7.4.1 This section sets forth the standard for which drills are to be conducted. All drills shall be performed as if an actual emergency exists and in a safe, practicable and reasonable manner. Drills should be varied so that personnel will be exposed to the different emergencies that they might encounter. Participants should be briefed on actual or simulated actions to be taken and problems calculated during the drill. Participants should also be critiqued after each drill as their performance.

4.7.4.2 It is recognized that drills are a valuable training tool, but drills are to validate the ship's bill and the training that has been conducted on board the ship, and shall not take the place of required preparatory training.

4.7.4.3 The drill periodicities cited below are minimums, and in no way preclude the conduct of any drill at intervals in excess of the minimum in order for the Master to ensure the readiness posture of his/her ship in adequate to meet the emergency at hand. These drills are to be accomplished at sea and in port.

4.7.4.3.1 Fire Drill. Every crewmember shall participate in at least one fire drill every month in accordance with 46 CFR Part 199.180.

4.7.4.3.2 Abandon Ship. Every crewmember shall participate in at least one Abandon Ship drill every month in accordance with 46 CFR Part 199.180. and 46 CFR Subchapter (I).

4.7.4.3.3 Engineering Casualty Drill. In consultation with the Chief Engineer, ensure that the engineering casualty drills are performed once each week for each watch, both deck and engine. The drills should be rotated between different engine casualties.

4.7.4.3.4 Damage Control Drill. Every crewmember shall participate in at least one Damage Control drill every month. These drills should be rotated between different damage control scenarios.

4.7.4.3.5 Personnel Rescue Drill. Ensure that a personnel rescue drill is held each month in accordance with 46 CFR Part 199.180.

4.7.4.3.6 Exposure Suit Drill. Ensure that each crewmember participates in an exposure suit drill monthly in accordance with 46 CFR Part 199.180.

4.7.4.3.7 Oil Spill Drill. Ensure that each crewmember assigned to the ship's Oil Spill Bill participates in and is drilled in their respective duties annually.

4.7.4.3.8 Steering Engine Casualty Drill. Ensure that each watch, both deck and engine, conducts a steering engine casualty drill monthly.

4.7.4.3.9 Line Throwing Appliance Drill. Ensure that a line throwing drill is accomplished every three (3) months.

4.7.4.3.10 Man Overboard Drill. Ensure that each watch conducts a man overboard drill every three (3) months. At least one man overboard drill shall be held during darkness at least once every six (6) for each watch.

4.7.4.3.11 Chemical, Biological, and Radiological Defense (CBR-D) Drill. Ensure that a CBR-D drill is conducted every three (3) months. This drill will be scheduled to allow for Government/Squadron oversight.

4.7.4.3.12 Physical Security Drill. Ensure that a shipboard physical security drill is held every three (3) months.

4.7.4.3.13 Confined Space Rescue Drill. Ensure that a confined space rescue drill is held every six (6) months. The drill should simulate an actual rescue operation by removing a dummy or mannequin from the selected space.

4.7.4.3.14 HAZMAT Drill. Ensure that ship's HAZMAT response team is drilled in their respective duties annually.

4.7.4.3.15 Towing and Salvage Drill. Ensure that a towing and salvage drill is held annually

4.8. Training and Drill Costs. The cost associated with all training or re-training (travel, wages, lodging, food, and incidentals) cited herein is the responsibility of the contractor. The contractor is also responsible for all training costs for any course taken through an outside vendor. It should be noted that MSC will not reimburse the contractor for any drills performed.

4.8.1. Tuition Free Courses. The following courses will be tuition free to the contractor:

- Gas Free Engineering
- Afloat Hazardous Materials Coordinator
- Afloat Environmental Protection Coordinator (*See COMSCNOTE 5090*)
- Shipboard Pest Management
- Heat Stress Afloat
- Hearing Conservation Afloat
- Water Sanitation Afloat
- Marine Sanitation Devices
- Respiratory Protection
- Navy Chemical, Biological, Radiological and Environmental Casualty Care

4.8.2. Tuition Courses. For the following courses the contractor will have to **fund all** tuition. The costs for these courses are approximately \$100/day/person.

- Any courses taken at MSC's APMCTRACENEAST, Freehold, NJ or APMCTRACENWEST, San Diego, CA.
- Local Area Network Administration
- Message Traffic Transfer
- BEST Operator
- EKMS

4.8.3. Exported Courses. If any of MSC's courses are exported to the contractor's site (ship or shore facility) the contractor will have to fund all tuition costs, travel, wages, lodging, food, etc. as per government travel regulations. The exception to this is those courses that may be taught incidental to a ship visit. These will be determined on a case by case basis. Specifically:

- SAMM training (anything after initial course offering)
- MSC Paint course
- MSC Vibration Analysis
- MSC Shipboard Engineering Chemical Course
- MSC Lube Oil Analysis Course

4.9 Physical Security. COMSCINST 5530.3 Series is the primary reference on physical security matters and establishes minimum-security standard for MSC ships. COMSCINST 3121.9 Series provides additional guidance on physical security and small arms management.

4.9.1 Facility/Security Clearance. The Contractor is required to have a facility clearance as outlined in Section J.

4.9.2 Control and Escort Visitors. Under normal circumstances only official visitors shall be allowed onboard. The Government will provide the Contractor a master list of personnel who may visit the ship at any time. All visitors shall be issued a numbered, color-coded badge indicating whether or not an escort shall be required. The Gangway Watch will log visitors on and off the ship. Visit requests from activities other than MSC shall have the need-to-know certified by either COMSC or the respective Fleet Commander. All requests will contain the information required by the ISM, paragraph 37d, and shall not exceed the date indicated in item 4, or a 12-month period, whichever is earlier.

4.9.3 Support Embarkation's and Public Affairs Activities. When operationally employed, all requests for embarkations and public affairs activities involving the ship shall be forwarded to COMSC for review and approval.

4.9.4 Security In Port. At all times in port, the Contractor shall provide, at its own expense, a gangway watch and a roving patrol. The gangway security watch shall keep a log of all arrivals and departures of non-assigned personnel. When visiting ports which pose higher than normal security threats, MSC may require additional security guards (COMSCINST 3121.9 Series applies). The Contractor shall be reimbursed for reasonable and direct expenses actually incurred in implementing the additional security measures requested by MSC.

4.9.5 Security At Sea. The Contractor shall provide security against terrorism, sabotage, piracy, or hostile acts at all times, especially in areas where incidents are likely to occur.

4.9.6 Operational Security (OPSEC). Based on the fact that Hostile Intelligence Services (HOIS) can be expected to target the ships to gain information, the Contractor shall train crews in OPSEC awareness. The Contractor shall take the following minimum precautions, as directed by the operational commander:

(1) *Personal Security.* Avoid telephone discussions or face to face conversations that can be overheard by unauthorized personnel when discussing mission related information. Avoid discussing any aspect of operations or capabilities outside the work place, and keeping for indications that strangers have focused on an individual or have a probing interest in ship operations. Where terrorism is a threat, instruct personnel to vary routines and predictable habits and travel in groups for safety.

(2) *Physical Security.* Information concerning physical guards, space security, firearms onboard, custodial controls, emergency destruction procedures and capabilities, and threat reaction procedures and capabilities should remain closely held. Emergency action drills to practice responding to threats should not be observed by anyone other than authorized crewmembers.

3) *Ship Arrivals in Port.* The knowledge of a ship's scheduled port calls should be restricted to those members of the Contractor's staff with a need to know. Navy provided codes for port identification in communications with port captain and port engineers should be used prior to arrivals of ships in port. Arrange travel of port captains and port engineers, and shipment of supplies, so as to limit forewarning of a ship's actual arrival.

(4) *Ship Departures.* To the degree possible, make arrangements for sailing in a way that conceals and limits knowledge of sailing intentions (date and hour). As practicable, avoid obtaining items such as charts and other materials that might indicate the future areas of operations of the ships.

(5) *Operations.* Maintain radio silence on HF, VHF, or UHF except as authorized by FLTCINCs. Evasive maneuvers and recognition signals with U.S. aircraft or ships should be utilized as directed by FLTCINC's.

(6) *Reports.* Reports which can be used to determine patterns of ship movements and operations should not be released to international organizations.

4.9.7 Implement Standard Practice Procedures. In addition to the Standard Practice Procedure (SPP) required of the Contractor in conjunction with the shoreside facility clearance, the Contractor shall prepare a single SPP applicable to all ships for approval by the Government. The SPP for the ships shall incorporate all requirements of the ISM applicable to the ships, with special emphasis on counterintelligence awareness briefings.

4.9.8 Small Arms Allowance. The Government shall provide each ship with a small arms allowance consistent with the size and mission of the ship. The Contractor shall be responsible for the custody of GFE small arms. The Master shall maintain signature custody records on each weapon, by serial number at all times. The GFE small arms shall only be utilized onboard the ship and around the lines of the ship, unless otherwise instructed by the Contracting Officer.

4.9.8.1 Ammunition Allowance. A certain quantity of ammunition, termed shipfill is required to be onboard at all times. Shipfill ammunition is Government furnished in quantities identified on the ship's classified shipfill allowance list. Training ammunition, termed Non-combat Expenditure Allocation (NCEA) shall also be determined by the number of people required to be trained, periodicity of training, and number of rounds required per person.

4.9.8.2 Security And Stowage. The Contractor shall maintain the security and stowage of the weapons and ammunition in accordance with NAVSEAINST 8370.2 Series. The Government furnished small arms locker satisfies the stowage requirements for Category IV Arms, Ammunition, and Explosives (AA&E).

4.10 Provide General Administrative Support.

4.10.1 Submit Reports and Maintain Logs, Records, etc. The Contractor shall perform administrative functions related to deck operations, engineering and medical functions, which include, but are not limited to, submitting reports, maintaining logs, records, files, documents, certificates, charts and publications in accordance with USCG Regulations, Section 5, 10, and

11 of the LMSR Technical Manual, and required reports in COMSINST 3121.9 Series. The Contractor shall make all other logs, records, files, documents, and certificates available for review by or submission to the Government on request. These logs are the property of the U.S. Government and shall remain onboard the ship at termination of the contract.

4.10.2 Maintain Charts and Publications. In accordance with COMSCINST 3145.1 Series, Nautical Charts and Publication Allowance, charts and nautical publications shall be maintained onboard by the Contractor and updated in accordance with U.S. Coast Guard Regulations.

4.10.3 Prohibited Substances. The Contractor shall develop and implement effective policies regarding prohibited substances. A copy of these policies shall be submitted to the Government within sixty days after contract award for review and retention. The Contractor shall demonstrate implementation and enforcement of prohibited substance policies during the contract performance period.

4.10.3.1 Alcoholic Beverages. The introduction, possession, or use of alcoholic beverages by any person onboard these ships is prohibited.

4.10.3.2 Narcotics, Controlled Substances, and Marijuana. The introduction, possession, or use of narcotics, controlled substances, marijuana, or substances containing narcotics, or paraphernalia which are used to administer, dispense, or carry narcotics, except for authorized medical purposes, is prohibited onboard these ships by Article 1151, U.S. Navy Regulations. The contractor shall maintain controlled substances in accordance with COMSCINST 6000.1 Series. Masters shall take every reasonable precaution to prevent the introduction of unauthorized controlled or illegal substances onboard ship, including but not limited to the following:

- Prohibiting merchants from conducting sales of any nature onboard ship.
- Inspecting all packages brought onboard at foreign ports.
- Posting appropriate regulations in conspicuous locations.

Conducting periodic unannounced random searches throughout the ship, especially after leaving a foreign port.

Upon discovery or suspicion of narcotics abuse or marijuana use onboard ship, a message shall be sent to COMSC. The message shall reference this contract and paragraph number, and shall request an MSC representative board the ship upon arrival in the next port, but shall not mention narcotics, substance abuse, or the names of any suspects. All unauthorized narcotics, controlled substances, marijuana, and paraphernalia discovered onboard shall be confiscated, marked for proper identification by witnesses, and securely stored until turned over to proper authority. A written report shall be provided to the Contracting Officer containing complete details of each instance of discovered substance abuse.

4.10.3.3 Smoking Policy. The Master shall designate as a smoking area one or more weather deck spaces of each ship as safety and operational requirement permit. If weather deck spaces are not available due to ship configuration or operational considerations, then the Master will designate one or more normally unmanned spaces within the skin of the ship that is designed to vent directly to the atmosphere and judged by the Master to not recirculate second-hand smoke. Work spaces, watch stations, berthing areas, lounges, messing areas, libraries, ready rooms, exercise areas, and medical areas will not be used as smoking areas.

4.10.4 Implement Damage Control Program. Section 22 of the LMSR Technical Manual outlines the responsibilities for implementing a Damage Control Program.

4.10.5 Implement Safety Program. The Contractor shall develop a safety program and safety plan that encompasses the appropriate procedures and practices as necessary to establish a safe and hazard-free working and living environment. The Contractor's Safety Plan shall be submitted in accordance with Section F-3 of the contract. The Contractor shall establish and maintain a safety program in compliance with USCG regulations. USCG NVIC No. 12-82, "Recommendations on Control of Excessive Noise" should be considered in vessel operation. If asbestos is encountered, guidance provided by USCG NVIC No. 6-87, "Recommended Procedures for Control of Asbestos and other Respiratory Hazards Onboard Merchant Vessels, Outer Continental Shelf (OCS) Facilities and Deepwater Ports", should be considered. Hazardous cargo shall be handled and stowed in accordance with 49 CFR parts 171 through 176. An inventory and Material Safety Data Sheet (MSDS) for hazardous materials used onboard ship will be maintained. Hazardous materials will be used and stowed in accordance with MSDS guidance. Used/Excess Hazardous Materials will be removed from the ship in accordance with OPNAVINST 5090.1B. MSDS shall be obtained from the supplier for hazardous material used, handled, packaged and transported or disposed. Sponsor personnel shall provide the contractor an inventory of hazardous materials brought onboard and MSDS for each item of hazardous material. Hazardous waste removal requirements are detailed in Sections 9.2.2.5.2 and 9.2.2.5.3 of the LMSR Technical Manual. Sponsor personnel shall provide the Contractor with unique or special handling requirements.

4.10.5.1 Explosives Handling. Explosives/ammunition (including pyrotechnics) shall be stowed and handled in accordance with USCG regulation, 49 CFR parts 171 through 176, and applicable Navy requirements set forth in OPNAVINST 8023.2C, U.S. Navy Explosives Safety Policies, Requirements, and Procedures, OP 1810, Ordinance Equipment Handling and Shipping Instruction, OP 3347, U.S. Navy Ordinance Safety Precautions, and NAVSEA OP 3221, Loading and Stowage of Military Ammunition and Explosives Aboard Breakbulk Merchant Ships.

4.10.6. Sexual Harassment Policy. The Contractor shall develop and implement a policy for the prevention of sexual harassment. This policy statement shall be submitted to the Government within sixty days after contract award for review and retention.

Test Case 3

Tester Name:

Test Date:

Log-in ID:

Actor:

Description:

Pre-Condition:

Post-Condition:

Basic Course:

| |
|--|
| |
| |
| |

Machine ID:
Build:
Database:
Elapsed Time:

| |
|------------------------|
| FMS Preparer, PD2 User |
|------------------------|

The PD2 User creates a stand alone 1449 Commercial Award, by searching for and attaching lines from PRs. The PD2 User creates an Award modification, on which the User changes the Unit of Measure on a services line to confirm an error will not occur. The User creates a second Award modification, on which the quantity on a services line will be changed (which should cause an error in the Integration).

The FMS Requisitioner has the authority to create an FMS Requisition.
The PD2 User must be an associated member of a team cabinet.
Team cabinets are established in PD2 via System Administration.
FMS approval hierarchy has been established and funds certifier has approval authority.

Approved PD2 PR exists in the appropriate PD2 Team cabinet.

- 1 PD2 User creates a stand alone 1449 Commercial Award.
- 2 PD2 User searches for two PRs from which to pull line items.
- 3 PD2 User funds the contract.
- 4 PD2 User saves the Award.
- 5 PD2 User generates, approves, and releases the Award.
- 6 PD2-FMS Integration is Executed
- 7 FMS user verifies FMS PO Data.
- 8 PD2 User verifies PO Acknowledgement.
- 9 PD2 creates an Award modification
- 10 PD2 changes the Unit of Measure on a services line.
- 11 PD2 saves the Award modification.
- 12 PD2 generates, approves, and releases the Award modification.
- 13 PD2-FMS Integration is Executed
- 14 FMS user verifies FMS PO Data.
- 15 PD2 User verifies PO Acknowledgement.
- 16 PD2 User creates a second Award modification.
- 17 PD2 User changes the quantity on a services line on this mod.
- 18 PD2 saves the Award modification.
- 19 PD2 generates, approves, and releases the Award modification.
- 20 PD2-FMS Integration is Executed
- 21 Both sides of users verify that the integration failed due to this negative testing.

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|---|--|---|--|-----------|----|--|-----|---------|------------------|
| 1 | PD2 User creates a stand-alone 1449 Commercial Award | | | | | | | | |
| | a) | | From the menu bar, select Procurement--> Pre-Award/Award--> Awards-->Commercial Purchase (SF 1449) | | a) | The Create New Award/Contract window opens. | | | |
| | b) | | Accept the default or modify the Contract Number in the Number field. | | b) | The Number field populates. | | | |
| | c) | | Accept the default or modify the Description in the Description field. | | c) | The Description Field populates. | | | |
| | d) | | Click [OK] . | | d) | The Award /Contract window opens and the Items 1-16 tab is | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|---|---|----|---|---|----|--|-----|--|------------------|
| 2 | PD ² user enters Award information by pulling from previous PR | e) | In the Effective Date field in Block 3, manually enter today's date by [Shift] double-click | Use today's date | e) | The Effective Date populates. | | | |
| | | f) | Click the [Add] button in Block 9, Issued By block. (If this field is already populated, skip this step.) | | f) | The Address search window opens. | | | |
| | | g) | Type in "M", click on the Organization Name radio button , then Click the [Search] button. | | g) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | h) | The first selection is highlighted, so click Select , then OK . | Select Military Sealift Command as your Issuing office | h) | Selected Issuing Office Address information is displayed in the Address Layout Details window. | | | |
| | | i) | Click on the Items 17-26 tab | | i) | The tab is visible | | | |
| | | j) | In block 17a, click the Add button | | j) | Address Search window opens | | | |
| | | k) | Type in "B", click Organization Name radio button , and Click the [Search] button. | | k) | The selection of vendors is displayed. | | | |
| | | l) | Highlight the only selection that displays, and click Select | | l) | Selection is chosen. | | | |
| | | | | | | | | | |
| | | a) | From the menu bar, choose Line Items --> Attach | | a) | Brings up Attachment Selection window | | | |
| | | b) | In Search Criteria type in PR # as follows: | TESTSCRIPT133 | b) | | | | |
| | | c) | Make sure that Document Type dropdown is listed as Purchase Request, and the Document Number radio button is selected, and press [SEARCH] | | c) | The PR should now show up in the search field. | | | |
| | | d) | Select the appropriate PR. | | d) | CLIN selection window opens | | | |
| | (TIMED ACTION) | e) | Highlight CLIN 0001 and press [Select] | | e) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | f) | Repeat steps "2a" through "2d" and attach a second line item from that same PR | | f) | CLIN selection window opens | | | |
| | | g) | Highlight CLIN 0002 and press [Select] | | g) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | h) | From the menu bar, choose Line Items --> Attach | | h) | Brings up Attachment Selection window | | | |
| | | i) | In Search Criteria type in PR # as follows: | TESTSCRIPT38 | i) | | | | |
| | | j) | Make sure that Document Type dropdown is listed as Purchase Request, and the Document Number radio button is selected, and press [SEARCH] | | j) | The PR should now show up in the search field. | | Time, in seconds, from when Search is clicked until results are yielded: | |
| | | k) | Select the appropriate PR. | | k) | CLIN selection window opens | | | |
| | | l) | Highlight CLIN 0001 and press [Select] | | l) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | m) | Repeat steps "2h" through "2k" and attach a second line item from that same PR | | m) | CLIN selection window opens | | | |
| | | n) | Highlight CLIN 0002 and press [Select] | | n) | Brings back the Items 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | | | | | | | | |
| | | a) | Double click on Award CLIN 0001 | | a) | Line Item Details window opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Enter Quantity and Price | Quantity = 1, Price = 200 | b) | Fields populated | | | |
| 3 | PD ² user funds the contract | | | | | | | | |
| | | | | | | | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|--|----|--|--|----|---|-----|--|------------------|
| | | c) | Enter Unit of Issue | Each | c) | Fields populated | | | |
| | | d) | Click OK | | d) | Brings back the Items 17-26 tab | | | |
| | | e) | Repeat steps "3a" through "3d" for the rest of the CLINS on the award, according to the respective data | CLIN 0002: Quantity = 1, Price = 600 CLIN 0003: Quantity = 1, Price = 100 CLIN 0004: Quantity = 1, Price = 200 | e) | Line Item Details window opens | | | |
| | | i) | Click OK | | i) | Items 17-26 tab is visible. | | | |
| 4 | PD ² user saves and Closes the Award. (TIMED ACTION) | a) | From the menu bar, select File--> Save | | a) | The Award saves. | | Time, in seconds, between clicking [SAVE] and micro help reads "Ready" | |
| | | b) | From the menu bar, select File--> Close | | b) | The Award window closes and the Award icon displays on the desktop with the User ID and date/time stamp | | | |
| 5A | PD ² user Generates Document | a) | Highlight the SF 1449 document icon | | a) | The SF1449 icon is highlighted. | | | |
| | | b) | From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) | Click [OK]. | | c) | When Generation is complete, message box will appear "Document Generation Complete". | | Time, in seconds, between clicking OK on the generation window and Generation Completion window. | |
| | | d) | Click [OK]. | | d) | Document Generation is complete. | | | |
| 5B | PD ² user Print Previews the Document | a) | Highlight the SF1449 icon | | a) | SF 1449 icon is highlighted | | | |
| | | b) | From the Menu bar, select File->Print Preview | | b) | "Document will be opened read only for print preview" message displays | | | |
| | | c) | Click the "OK" button | | c) | Document opens in Print Preview | | | |
| | | d) | Verify the SF1449 Form is REV. 4/2002, which is located in the lower right hand corner of the form. | | d) | SF1449 Form is REV. 4/2002 | | | |
| | | e) | Close the document. | | e) | Document closes | | | |
| 5C | PD ² user approves the award | a) | Highlight the SF 1449 document icon. | | a) | The SF 1449 is highlighted. | | | |
| | | b) | Click the Red Checkmark button on the toolbar to Approve the document | | b) | The Approval window opens. | | | |
| | | c) | In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval template | | c) | The FMS Funds Recertification and Approval template is highlighted | | | |
| | | d) | Click [OK]. | | d) | The Approval Sheet window opens. | | | |
| | | e) | Click [OK]. | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved . Clicking [OK] while this template is in unapproved status triggers the Integration to begin the funds recertification process. | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|---|--|----|---|-----------|----|---|-----|--|------------------|
| | | f) | Periodically highlight the PR and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the Integration will place a message in the Approval Types text block indicating that funds have been certified. The message | |
| | | g) | After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK] . | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF 1449 icon in the lower left corner when document is approved. | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | PD ² user releases the SF-1449 Award. | | | | | | | | |
| | | a) | Highlight the SF 1449 document icon. | | a) | The SF 1449 icon is highlighted. | | | |
| | | b) | Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | | |
| | | c) | Click OK at the 'document has not been fully funded' prompt. | | c) | | | | |
| | | d) | Click OK | | d) | | | | |
| | | e) | Choose Previously Reported from the dropdown | | e) | | | | |
| | | f) | Click [OK] . | | f) | "Released" stamp now appears on SF 1449 icon. | | Time, in seconds, between clicking OK and the "Released" Stamp appearing on the document. | |
| | (TIMED ACTION) | | | | | | | | |

6 PD² - FMS Integration is executed.

| | | | | | | | | | |
|---|---|----|---|--|----|---|--|---|--|
| 7 | PD ² user verifies PO Acknowledgement. | | | | | | | | |
| | | a) | In PD ² , click the Refresh button on the tool bar of the cabinet or folder where the award is located. | | a) | The yellow sticky note becomes visible on the award icon. | | | |
| | | b) | Double-click on the PD ² Award document. | | b) | The PD ² Award and Yellow sticky opens. | | | |
| | | c) | Verify the text message on the yellow sticky note. | | c) | The yellow sticky note is populated with the message that all PO lines have been correctly created. | | | |
| | | d) | Select [OK] on the yellow sticky note. | | d) | The yellow sticky note closes and the PD ² Award is open. | | | |
| | | e) | Select the Line Items tab. | | e) | The Line item summary page displays. | | Note: When using different contract forms, the Line Item Summary will be on different tabs. Users should find the Line Item Summary in these cases. | |
| | (TIMED ACTION) | f) | Open CLIN 0001 | | f) | The Line item detail page displays. | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | g) | Select the Local Information tab. | | g) | The Local Information page displays. | | | |
| | | h) | Verify the Local Information field: FMS Requisition No is populated correctly. | | h) | FMS Requisition No. = TESTSCRIPT33 | | | |
| | | i) | Verify the Local Information field: FMS Req Line Item ID is populated correctly. | | i) | FMS Req Line Item ID = 1184571 | | | |
| | | j) | Verify the Local Information field: FMS Req Line Item No. is populated correctly. | | j) | FMS Req Line Item No. = 1 | | | |

| # | Task | # | User Action | Test Data | # | Expected Results FMS Line Funded Amt. = 200 | P/F | Remarks | Results/Comments |
|----|--|----|---|---|----|---|-----|--|------------------|
| | | k) | Verify the Local Information field: FMS Line Funded Amt is populated correctly. | | k) | | | | |
| | | l) | Verify the Local Information field: FMS Line Quantities is populated correctly. | | l) | FMS Line Quantities = 1 | | | |
| | | m) | Verify the Local Information field: FMS PO Number is populated correctly. | | m) | The FMS PO Number is populated correctly. | | | |
| | | n) | Verify the Local information field: FMS PO Line Item Number is populated correctly. | | n) | FMS PO Line Item Number = 1 | | | |
| | | o) | Verify the Local Information field: FMS PO Shipment Number is populated correctly. | | o) | The FMS PO Shipment Number is populated correctly. | | | |
| | | p) | Verify the Local Information field: FMS PO Shipment Amount is populated correctly. | | p) | The FMS PO Shipment Amount is populated correctly. | | | |
| | | q) | Click [OK]. | | q) | The Local Info tab closes. | | | |
| | | r) | To verify additional line items Local Information Fields, repeat steps "8i" through "8r" navigating through the line items with the arrows on the left side of the tab. | | r) | | | | |
| 8 | PD ² user creates an Award Modification | | | | | | | | |
| | | a) | In PD ² , highlight the 1449 Award and from the menu bar, choose Procurement --> Post-Award --> Modification . | | a) | Reason for Modification window opens | | | |
| | | b) | Type in a reason for the Modification and press [OK]. | Test Modification | b) | Now the user sees the modification window | | | |
| | | c) | In the Effective Date field in Block 3, manually enter today's date by [Shift] double-click. | Use today's date | c) | The Effective Date populates. | | | |
| | | d) | In block 6, click the Add button | | d) | Address Search window opens | | | |
| | | e) | Type in "M", click on the Organization Name radio button , then Click the [Search] button. | | e) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | f) | The first selection is highlighted, so click Select , then OK . | Select Military Sealift Command as your Issuing office | f) | Selected Issuing Office Address information is displayed in the Address Layout Details window Tab opens | | | |
| 9 | PD ² user changes Unit of Measure (TIMED ACTION) | | | | | | | | |
| | | a) | Double click on CLIN 0001 | | a) | Line Item Detail opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Change the Unit of Issue | Each per month | b) | Field populated | | | |
| | | c) | Click [OK] | | c) | Brings you back to SF1449 17-26 tab | | | |
| 10 | PD ² user updates funding on CLIN 0004 (TIMED ACTION) | | | | | | | | |
| | | a) | Double click on CLIN 0004 | | a) | Line Item Detail opens | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | b) | Click on the Funding tab | | b) | The funding tab opens. | | | |
| | | c) | Click Add | | c) | The Funding Sources window opens. | | | |
| | | d) | Click on the Funding Strip dropdown, and select the only Funding Strip available. | <funding strip number> | d) | The funding strip is highlighted. | | | |
| | | e) | Click [OK] | | e) | | | | |
| | | f) | Click [OK] | | f) | The Line Item Detail window is visible. | | | |
| 11 | PD ² user saves and Closes the Award Modification. | | | | g) | Brings you back to SF1449 17-26 tab | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |

| # | Task (TIMED ACTION) | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|-----|---|----|---|-----------|----|---|-----|--|------------------|
| | | a) | From the menu bar, select File--> Save | | a) | The Award Mod Saves. | | Time, in seconds, for the document to Save. | |
| | | b) | From the menu bar, select File--> Close | | b) | The Award Mod window closes and the Award Mod icon displays on the desktop with the User ID and date/time stamp. | | | |
| 12A | PD ² user Generates Document | | | | | | | | |
| | | a) | Click the Modification icon | | a) | The Modification is highlighted. | | | |
| | | b) | From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) | Click [OK]. | | c) | A PD ² message box opens stating: "Document Generation Complete". | | Time, in seconds, the document takes to generate. | |
| | | d) | Click [OK]. | | d) | Document Generation is complete. | | | |
| 12B | PD ² user approves the award modification | | | | | | | | |
| | | a) | Click the Modification icon. | | a) | The Mod is highlighted. | | | |
| | | b) | Click the Red Checkmark button on the toolbar. | | b) | The Approval window opens. | | | |
| | | c) | In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval Template . | | c) | The FMS Funds Recertification and Approval template is highlighted. | | | |
| | | d) | Click [OK]. | | d) | The Approval Sheet window opens. | | | |
| | | e) | Click [OK]. | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved . Clicking [OK] while this template is in unapproved status triggers the integration to begin the funds recertification process. | |
| | | f) | Periodically highlight the PR and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the integration will place a message in the Approval Types text block indicating that funds have been certified. The message | |
| | | g) | After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK]. | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF-26 icon in the lower left corner when document is approved. | | | |
| 12C | PD ² user releases the SF-1449 Award Modification. | | | | | | | | |
| | | a) | Click the Award Modification document icon. | | a) | The Award Modification document icon is highlighted. | | | |
| | (TIMED ACTION) | b) | Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | Time, in seconds, between Clicking OK and document release | |
| | | c) | Click [OK]. | | c) | "Released" now appears on modification icon. | | | |
| 13 | PD ² - FMS Integration is executed. | | | | | | | | |
| 14 | PD ² user verifies PO Acknowledgement. | | | | | | | | |
| | | a) | In PD ² , click the Refresh button on the tool bar of the cabinet or folder where the award is located. | | a) | The yellow sticky note becomes visible on the award icon. | | | |
| | | b) | Double-click on the PD ² Award document. | | b) | The PD ² Award and Yellow sticky opens. | | | |

| # | Task | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|--|--|--|----|--|-----|---|------------------|
| | | c) Verify the text message on the yellow sticky note. | | c) | The yellow sticky note is populated with the message that all PO lines have been correctly created. | | | |
| | | d) Select [OK] on the yellow sticky note. | | d) | The yellow sticky note closes and the PD2 Award is open. | | | |
| | | e) Select the Line items tab. | | e) | The Line item summary page displays. | | Note: When using different contract forms, the Line Item Summary will be on different tabs. Users should find the Line Item Summary in these cases. | |
| | (TIMED ACTION) | f) Open CLIN 0002 | | f) | The Line item detail page displays. | | Time, in seconds, from CLIN selection until microhelp reads "Ready". | |
| | | g) Select the Local Information tab. | | g) | The Local Information page displays. | | | |
| | | h) Verify the Local Information field: FMS Requisition No is populated correctly. | | h) | FMS Requisition No. = TESTSCRIPT38 | | | |
| | | i) Verify the Local Information field: FMS Req Line Item ID is populated correctly. | | i) | FMS Req Line Item ID = 1184591 | | | |
| | | j) Verify the Local Information field: FMS Req Line Item No. is populated correctly. | | j) | The FMS Req Line Item No. = 1 | | | |
| | | k) Verify the Local Information field: FMS Line Funded Amt is populated correctly. | | k) | FMS Line Funded Amt. = 100 | | | |
| | | l) Verify the Local Information field: FMS Line Quantities is populated correctly. | | l) | FMS Line Quantities = 1 | | | |
| | | m) Verify the Local Information field: FMS PO Number is populated correctly. | | m) | The FMS PO Number is populated correctly. | | | |
| | | n) Verify the Local information field: FMS PO Line Item Number is populated correctly. | | n) | FMS PO Line Item Number = 3 | | | |
| | | o) Verify the Local information field: FMS PO Shipment Number is populated correctly. | | o) | The FMS PO Shipment Number is populated correctly. | | | |
| | | p) Verify the Local Information field: FMS PO Shipment Amount is populated correctly. | | p) | The FMS PO Shipment Amount is populated correctly. | | | |
| | | q) Click [OK]. | | q) | The Local Info tab closes. | | | |
| | | r) To verify additional line items Local Information Fields, repeat steps i) through r) navigating through the line items with the arrows on the left side of the tab. | | r) | | | | |
| 15 | PD ² user creates a second Award Modification | | | | | | | |
| | | a) In PD ² , highlight the SF30 Award Modification and from the menu bar, choose Procurement --> Post-Award --> Modification | | a) | Reason for Modification window opens | | | |
| | | b) Type in a reason for the Modification and press OK | Test Modification | b) | Now the user sees the modification window | | | |
| | | c) In the Effective Date field in Block 3, manually enter today's date by [shift] double-click | Use today's date | c) | The Effective Date populates. | | | |
| | | d) In block 6, click the Add button | | d) | Address Search window opens | | | |
| | | e) Type in "M", click on the Organization Name radio button, then Click the [Search] button. | | e) | A selection of Issuing Office address appear that start with Military Sealift Command appears. | | | |
| | | f) The first selection is highlighted, so click Select, then OK. | Select Military Sealift Command as your Issuing office | f) | Selected Issuing Office Address information is displayed in the Address Layout Details window. Tab opens | | | |
| | | | Click on the SF1449 17-26 tab | | | | | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|-----|--|----|---|-------------------|----|---|-----|--|------------------|
| 16 | PD ² user changes quantity on a services line | | | | | | | | |
| | (TIMED ACTION) | a) | Double click on CLIN 0001 | | a) | Line Item Detail opens | | Time, in seconds, for Line Item detail to open in an editable mode: | |
| | | b) | In the field under Quantity and Amount of Mod , type in "2" | Amount of Mod = 2 | b) | Field populated | | NOTE: changing the quantity of a services line should fail the Integration | |
| | | c) | Click OK | | c) | Brings you back to SF1449 17-26 tab | | | |
| 17 | PD ² user saves and Closes the SF30 Award Modification. | | | | | | | | |
| | (TIMED ACTION) | a) | From the menu bar, select File--> Save | | a) | The Award Mod saves. | | Time, in seconds, for document to save: | |
| | | b) | From the menu bar, select File--> Close | | b) | The Award Mod window closes and the Award Mod icon displays on the desktop with the User ID and date/time stamp | | | |
| 18A | PD ² user Generates Document | | | | | | | | |
| | | a) | Click the Modification icon | | a) | The Modification is highlighted. | | | |
| | | b) | From the Menu bar, select Procurement--> Generate Document | | b) | The Document Generation Options window opens. | | | |
| | (TIMED ACTION) | c) | Click [OK]. | | c) | A PD ² message box opens stating: "Document Generation Complete". | | Time, in seconds, for the document to generate: | |
| | | d) | Click [OK]. | | d) | Document Generation is complete. | | | |
| 18B | PD ² user approves the SF30 award modification | | | | | | | | |
| | | a) | Click the Modification icon. | | a) | The Mod is highlighted. | | | |
| | | b) | Click the Red Checkmark button on the toolbar. | | b) | The Approval window opens. | | | |
| | | c) | In the Approval Templates groupbox, scroll down and select the FMS Funds Recertification and Approval template. | | c) | The FMS Funds Recertification and Approval template is highlighted. | | | |
| | | d) | Click [OK]. | | d) | The Approval Sheet window opens. | | | |
| | | e) | Click [OK]. | | e) | The Approval Sheet window closes. | | Note: When clicking [OK] in this step, leave the approval status as Unapproved . Clicking [OK] while this template is in unapproved status triggers the Integration to begin the funds recertification process. | |
| | | f) | Periodically highlight the Award Mod and click the Red Checkmark button on the toolbar. | | f) | The Approval Sheet window opens. | | Note: Upon completion of the funds recertification process, the Integration will place a message in the Approval Types text block indicating that funds have been certified. The message | |
| | | g) | After receipt of the funds certification message, within the Approval Sheet window, select an approval status of Approved and click [OK]. | | g) | The Approval Sheet window closes and the Tester's desktop is visible. A red check displays on the SF-26 icon in the lower left corner when document is approved. | | | |
| 18C | PD ² user releases the SF-30 Award Modification. | | | | | | | | |
| | | a) | Click the Mod icon. | | a) | The Mod icon is highlighted. | | | |
| | | b) | Click the [Release] button on the toolbar. | | b) | Message "You are about to release document number (name)" is displayed. | | | |
| | (TIMED ACTION) | c) | Click [OK]. | | c) | "Released" now appears on modification icon. | | Time, in seconds, for document to release: | |

| # | Task | # | User Action | Test Data | # | Expected Results | P/F | Remarks | Results/Comments |
|----|---|---|-------------|-----------|---|------------------|-----|---------|------------------|
| 19 | PD ² - FMS Integration is executed. | | | | | | | | |
| 20 | PD ² user verifies lack of PO Acknowledgement. | | | | | | | | |

SECTION D - PACKAGING AND MARKING

D-1 MARKING OF REPORTS

Reports shall be submitted in accordance with the DD1423, Section 5 of the LMSR Technical Manual. All reports shall be identified with the contract number.

D-2 PACKING - COMMERCIAL FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner that will insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules or regulations of other carriers as applicable to the mode of transportation.

D-3 PACKING MATERIAL

The use of shredded paper, whether newspaper, office scrap, computer sheets, or wax paper in packing material for shipment to Navy activities is prohibited.

D-4 MARKINGS OF SHIPMENTS

Classified material shall be prepared for shipment in accordance with the Industrial Security Manual, DoD 5220.22M. Outer containers shall not disclose the name of classified matter contained within the envelope or package, even though the name itself may not be classified. If it is necessary that the outer container include or have attached thereto a list of the contents, unclassified code numbers of generic terms shall be used which will not disclose the specific contents. The Contractor shall mark all shipments under this contract in accordance with the edition of MIL-STD129, "Marking for Shipments and Storage" in effect on the date of the solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 INSPECTION OF SERVICES FIXED PRICE (AUG 1996) FAR 52.246-4

- (a) *Definition.* "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that further performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

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 these addresses:

<http://farsite.hill.af.mil>

<http://www.acq.osd.mil/dp/dars/dfars.html>

| <u>FAR Clause</u> | <u>Title</u> |
|--------------------------|--|
| 52.246-16 | Responsibility for Supplies (APR 1984) |

| <u>DFARS Clause</u> | <u>Title</u> |
|----------------------------|---|
| 252.246-7000 | Material Inspection and Receiving Report (DEC 1991) |

SECTION F - DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

The period of performance of this contract shall be five years commencing on any applicable predelivery period, however, (i) that this period may be extended pursuant to FAR 52.217-8, Option to Extend Services and (ii) that this period may be shortened through the effect of the provisions of Section C-1.5.5. The phase-out services provided for in FAR 52.237-3, Continuity of Services, and the joint inventory shall be performed within the contract performance period. If a vessel has a voyage in progress on the date of contract expiration the applicable per diem rate for that vessel for the period beyond the expiration date shall be the per diem rate that is in effect on the last day of the contract for that vessel.

F-2 PLACE AND DATE OF COMMENCEMENT

The Government shall transfer custody of the ships to the Contractor at the locations indicated below. No variation of vessel commencement dates or commencement location points shall affect the Contractor's duty to accept custody of the ship for operation under this Contract. Nor shall any such variation be a basis for any adjustment to the contract price. The Government shall confirm actual ports and scheduled dates of delivery of individual ships by giving written notice to the Contractor not less than fifteen (15) days in advance of such anticipated turnover.

(b) Projected dates and places for commencement:

| <u>SHIP</u> | <u>ESTIMATED DATES OF COMMENCEMENT</u> | <u>PROJECTED PLACE OF COMMENCEMENT</u> |
|--------------------|---|---|
| USNS SODERMAN | 17 June 2002 | San Diego, CA |
| USNS RED CLOUD | 03 September 2002 | Charleston, SC |
| USNS WATSON | 10 September 2002 | Diego Garcia |
| USNS WATKINS | 10 September 2002 | Diego Garcia |
| USNS SISLER | 17 September 2002 | Diego Garcia |
| USNS DAHL | 17 September 2002 | Diego Garcia |
| USNS CHARLTON | 24 September 2002 | Diego Garcia |
| USNS POMEROY | 24 September 2002 | Diego Garcia |

F-3 TIME OF DELIVERY (APR 1984) FAR 52.212-1

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

| <u>ITEM DESCRIPTION</u> | <u>INITIAL DELIVERY</u> | <u>FINAL DELIVERY</u> |
|---|--|--|
| Safety Plan (C-4.9.5) | 60 days after date of receipt of written notice of contract award | 30 days after Government provides comments |
| Quality System Plan (C-1.8) | 60 days after date of receipt of written notice of contract award. | 120 days after contract award |
| Contractor Training and Indoctrination Programs (C-4.7.1) | 60 days after date of receipt of written notice of contract award. | 30 days after Government provides comments |
| Property Control Plan (LMSR Technical Manual Section 7.1.1) | 60 days after date of receipt of written notice of contract award. | 30 days after Government provides comments |

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each item within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

F-4 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR 52.252-2

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 these addresses:

<http://farsite.hill.af.mil/>

<http://www.acq.osd.mil/dp/dars/dfars.html>

FAR Clause**Title**

52.242-15

Stop Work Order (AUG 1989)

F-5 REDUCED OPERATIONAL STATUS (AUG 1990) MSC 5252.212-9801

- (a) At any time the Government may, at its option and upon notice to the Contractor in accordance with the provisions of subparagraph (d) below, place the vessel in Reduced Operational Status (ROS) for any duration.
- (b) During such ROS periods, the then current daily ROS rate contained in Section B will apply. In addition, the Government shall reimburse the Contractor for reasonable direct expenses incurred with the Contracting Officer's approval in connection with the Vessel in ROS. These direct expenses shall include (i) crew total wages, subsistence and local transportation costs in connection with crewmembers remaining onboard with the prior written approval of the Contracting Officer; (ii) transportation costs of those crewmembers leaving or returning to the ship; and (iii) any extraordinary direct expense incurred with the Contracting Officer's approval. The Contractor shall exercise prudent judgment to minimize all such direct expenses and shall request the Contracting Officer's prior approval of any action affecting such costs, including crewmembers remaining on board, whenever practicable.
- (c) During any such period of Reduced Operational Status the Government and the Contractor shall have the privilege of performing repairs or other work for their respective accounts. The requirements for Budgeted maintenance and repair will apply during ROS periods. During such periods the vessel shall not be deemed to be in Repair Availability Status (RAV) pursuant to Clause F-6.
- (d) The Government shall give the Contractor written or telegraphic notice (or in the event notice is given by telephone, written or telegraphic confirmation) of exercise of the option specified in sub-paragraph (a) above. Such notice shall specify the time at which the period of Reduced Operational Status is to commence, which (i) shall not be less than 48 hours subsequent to the receipt of such notice by the Contractor or his representative, or (ii) shall be a later time in which the Vessel can reasonably be brought to a safe port for the duration of the ROS period. The Government shall give the Contractor written or telegraphic notice within a reasonable period of time, (or in the event notice is given by telephone, written or telegraphic confirmation) of termination of the period of Reduced Operational Status. Such notice shall specify the time at which such period shall terminate, which shall be at least 72 hours (Saturdays, Sundays and holidays excluded) subsequent to the receipt of said notice by the Contractor or its representatives. However, by agreement between the Contractor and the Government, the Vessel may be returned to full operational status at any time less than the hours specified above.
- (e) The Contracting Officer will consider reimbursement of additional Port Engineers during ROS on a case-by-case basis.

F-6 REPAIR AVAILABILITY STATUS (DEC 1988) MSC 5252.212-9802

- (a) The Contractor shall be placed in Repair Availability Status (RAV) in accordance with the provisions of subparagraph (d) during regular overhaul, dry docking or midterm availabilities or during any period when the ship is undergoing alterations for the Government's account.

(b) During such RAV periods, the then current daily RAV rate contained in Section B will apply. In addition, the Government shall reimburse the Contractor for the direct expenses of any additional approved crew members in excess of the minimum required by Section 9.2.2.15 of the LMSR Technical Manual in accordance with Section C-2.2.7.2.

(c) Subject to the notice provision in subparagraph (d) below, the RAV shall commence no earlier than twenty-four (24) hours after entering the shipyard, repair facility or berth and shall cease no later than twenty-four hours (24) prior to departure.

(d) The Government shall give the Contractor notice, confirmed in writing or by telegraph/telex of exercise of the option specified in subparagraph (a) above. Such notice shall specify the time at which the period of RAV is to commence which time shall not be less than forty-eight (48) hours subsequent to the receipt of such notice by the Contractor or its representative. The Contractor shall give the Government notice confirmed in writing or by telegraph/telex at least seventy-two (72) hours (Saturdays, Sundays and holidays excluded) prior to the completion of the maintenance and repair type work and readiness of the ship to resume full operational status. Within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) of receiving confirmation of the Contractor's notice, the Government shall confirm the date upon which the RAV period shall terminate. Nothing herein shall prevent the Contractor and the Government from mutually agreeing to the termination of the RAV period and resumption of full operational status prior to the time required by these notice provisions.

SECTION G – CONTRACT ADMINISTRATION

G-1 DESIGNATION OF PRINCIPAL CONTRACTING OFFICER

The Principal Contracting Officer for this contract is:

Contracting Officer (N1032)
Department of the Navy
Military Sealift Command
914 Charles Morris Court SE, Bldg 210
Washington Navy Yard, DC 20398-5540

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (DFARS 252.201-7000) (DEC 1991)

- (a) *Definition.* “Contracting Officer’s Representative” means an individual assigned in accordance with the Defense Federal Acquisition Regulation (DFARS) and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a Contracting Officer’s Representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR’s authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G-3 CONTRACTING OFFICER’S REPRESENTATIVE (COR).

- (a) Upon contract award, the Contracting Officer’s Representative (COR) will be named in writing. As such, this individual will be responsible for monitoring the performance of the Contractor and the adherence to the requirements of the contract as defined in Section C.
- (b) The COR shall provide technical guidance on a day-to-day basis, and perform routine inspections of the facility on behalf of the Contracting Officer. In no event, however, shall any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract be authorized by the COR, or any other Government personnel, unless formalized by the proper documents executed by the Contracting Officer.
- (c) When in the opinion of the Contractor, the COR, or any other Government personnel, requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. No action will be taken by the Contractor under such technical instruction unless the Contracting Officer authorized the change.

G-4 INVOICE REQUIREMENTS *Note: As specified in H-10, MSC intends to eventually perform invoice receipt and invoice payment actions completely electronically, via a EDI Trading Partner Agreement. When the EDI Trading Partner Agreement becomes effective, Clause G-6 will supercede Clause G-4. Also note that when EDI invoicing and payment*

procedures are implemented that CLIN numbers and Section B format may change to meet the demands of the new system.

(a) Invoices shall be submitted in accordance with the following instructions and in accordance with Attachment H, Invoice Requirements/Report of Expenditures. Sample invoices and sample supporting documents will be provided after contract award and should be carefully reviewed to ensure submission of invoices in similar format where practicable. (Samples are to be used as guides and therefore are adaptable to company billing procedures.)

(b) The only items payable under this contract are the applicable per diem rates, and the items listed as cost reimbursables under Section B. Additional operating services or maintenance and repair may be added to Section B by the Contracting Officer, by written order, pursuant to the Changes Clause (FAR 52.243-1). Any other items or costs including alterations must be supported by the appropriate contract modification/Contracting Officer's authorization.

(c) Invoices for fixed price per diem may be submitted by the Contractor every 15 days. The Government will pay per diem invoices in accordance with FAR 52.232-25, Prompt Payment, and Clauses G-4 and G-5. Invoices for budgeted cost reimbursement line items shall be submitted for payment monthly; nonbudgeted cost reimbursable expenses (e.g. ship overhauls) shall be submitted for payment as incurred. Invoices for all cost reimbursed items will be paid in accordance with FAR 52.232-25, Prompt Payment. Budgeted cost reimbursable line items will be paid at actual cost only. Reimbursable invoices shall not include overhead, general and administrative costs, material handling costs, profit or fees above the actual cost. In addition, the Contractor shall:

(1) Submit one original and three copies of all invoices and attach an original and one copy of all supporting documents. For the purpose of this contract, carbon copies or those marked "copy" or "duplicate" are not acceptable as originals. When Contractor's original invoices are prepared on duplicating machines, these invoices must have the word "Original" typed, printed, or stamped thereon.

(2) Ensure that invoices for cost reimbursement are itemized on the face of the invoice for each service provided, i.e. each port charge or each travel expense.

(3) Ensure that supporting documentation for each invoice for reimbursement of expenses paid by the Contractor for the account of the Government, shall be an original vendor's receipted invoice, clearly marked "Paid" by the vendor, and a copy or photostat of same. Where this procedure would cause extensive delay in payment, or it is impractical to have the vendor mark the invoice paid, the Contractor may stamp the invoice paid annotating beneath the paid stamp the check number evidencing payment. (the Government will request copies of Contractor's canceled checks in support of the paid stamp on a random sample basis).

(4) Indicate on each vendor invoice for foreign currency, the rate of exchange as of the date of Contractor payment. In addition, the Contractor shall attach a copy of the bank draft or other suitable document showing the rate of exchange.

- (5) Attach an English translation if the vendor's invoice or supporting documentation is in a foreign language.
- (6) Advise all vendors to indicate on the vendor's invoices the date their services were performed. Indicate this date on the face of the invoice with the line item for the services received.
- (7) Attach copies of applicable Contracting Officer's written consent issued pursuant to FAR 52.244-2 for cost reimbursable subcontracts or if the costs exceed \$50,000.
- (8) When practicable, refer to supporting documents on the face of the invoice.
- (9) Indicate the applicable Contract Line Item Number (CLIN), Project, Task and Expenditure Type for which each invoiced item is payable.
- (10) Ensure that the company name, vessel, contract number, contract per diem rate, and similar data shown on the invoice agree with that shown in the contract.
- (11) Address invoices to:

Department of the Navy
Military Sealift Command, Code N86
901 Charles Morris Ct., SE, Bldg 210
Washington Navy Yard, DC 20398-5540
- (12) Invoices for reimbursement submitted under this contract must be submitted not later than 90 days from receipt/payment of a payable invoice from a subcontractor. Any invoice for reimbursement not submitted within this timeframe shall not be payable under the contract.
- (13) When it is necessary to forward invoices with classified supporting documents, send via Registered Mail in double mailing envelopes. The inner envelope as well as the cover letter should be clearly marked with the appropriate security classification.
- (14) Payments due under this contract may be assigned to a financial institution only. If payment is assigned, invoices must include the name of the financial institution, address and account number where disbursements are to be forwarded.
- (d) Occasionally an invoice may be returned for correction. A "corrected", "adjusted", or "revised" invoice or an invoice otherwise identified with a previous invoice which has been returned is acceptable only when the original invoice (for which the correction is submitted) is attached to the corrected invoice.
- (e) Personnel of the Military Sealift Command are prohibited from altering an invoice in any respect. Any deduction or difference between the amount invoiced and the amount paid will be fully explained by the PM3 Financial Office, PM3F and will accompany the Treasury check mailed to the Contractor.

(f) Questions regarding deductions should be referred to Commander, Military Sealift Command (Code PM3F). If the Contractor considers a deduction unfair, he may present a claim for the amount deducted. In general, a claim should be in the form of a letter of explanation with necessary documentation evidencing the deduction as payable. If the resubmitted claim is approved, corrections will be made by a Reinstatement, MSC Form 7560/3, prepared by PM3F.

(g) All correspondence relating to invoices should contain the ship's name, company name, contract number, and invoice number.

G-5 PAYMENT OF FIXED PRICE PER DIEM (MSC 5252.232-9803) (DEC 1988)

(a) Payment of per diem on the day the vessel is delivered or redelivered will be made at the full Per Diem rate.

(b) For periods of operation of less than a full 24-hour day (excluding deliver or redelivery days) the per diem rate will be prorated in accordance with the clause entitled "Determination of Applicable Fixed-Price Per Diem".

(c) Where a vessel has a voyage in progress on the date of contract expiration in accordance with the clause F-1, the applicable per diem rate for that vessel for the period beyond the expiration date shall be the per diem rate that is in effect on the last day of the contract for that vessel.

G-6 INVOICE & PAYMENT PROVISIONS *(Clause G-6 will supercede Clause G-4, Invoice Requirements, when the MSC/Contractor EDI Trading Partner Agreement specified in Clause H-7 becomes effective and the MSC EDI invoice payment process is implemented)*

The Contractor shall provide the invoice as proof that services/supplies were delivered. As part of the invoicing process, the Contractor shall submit fixed price or itemized reimbursable expenses by CLIN as specified in Attachment I, Invoice Requirements/Report of Expenditures. Upon certification that the charges are correct and appropriate, the invoices will be certified by the PMA/certification office as designated in Attachment I, Invoice Requirements/Report of Expenditures and shall be forwarded to the paying office specified in contract.

Electronic invoicing will be required under this contract. The Contractor is responsible to abide by the EDI Trading Partner Agreement (Contract Attachment J). If the Contractor is unable to provide EC/EDI transaction sets as required by the Trading Partner Agreement, the Contractor will have to make alternative arrangements for submitting price/reimbursable expense data by the Contract as specified in Attachment I, Invoice Requirements/Report of Expenditures.

G-7 OVERTIME, PENALTY TIME AND OTHER ADDITIONAL EMOLUMENTS (MSC 5252.232-9805) (DEC 1988)

All overtime, penalty time and other additional emoluments, payable for whatever reasons, shall be for the Contractor's account except as specifically otherwise provided in the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 UNUSUAL EMERGENCY, NATURAL DISASTER, CONTINGENCY, MOBILIZATION AND/OR WAR

(a) The Contractor, his employees and/or agents agree to obey the lawful orders emanating from the Secretary of the Navy, Secretary of Defense and/or President of the United States in all cases relating to unusual emergency, natural disaster, contingency, mobilization and/or war.

(b) The Government will reimburse the Contractor for its actual out-of-pocket expenses including all taxes with respect thereto for which the Contractor is responsible by reason of compliance with the legal orders of duly authorized agents of the Government for (i) any war risk bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder: (ii) any required payments to the officers or crew of the ship necessarily incurred by reason of orders or direction of the Government which require the Contractor to breach existing Articles of the crew or contracts with the officers; provided such Articles and contracts comply with the instructions of the Government. However, any war risk bonuses and/or extra wages based on the areas to be traversed or the ports of call of any voyage hereunder shall be paid in an amount not to exceed what would be payable under applicable laws and regulations to civil service mariners, in the employ of the Military Sealift Command, for service on the ship of the same voyage.

H-2 SALVAGE (NOV 2001) MSC 5252.232-9806

(a) Settlements for salvage services rendered to or received from other vessels, including those owned or controlled by the United States, shall be handled by and be under the control of the Government. All salvage settlements or awards earned by any ship hereunder shall issue to and be for the benefit of the Government after deducting the Master and crew's share. Appropriate representatives of the Office of the U.S. Navy Supervisor of Salvage shall control the presentment and settlement (or waiver) of all salvage claims on behalf of all interests (including those of the Master and crew), the settlement or resolution of any litigation on behalf of all interests (including those of the Master and crew), and the final determination of shares and allocation of any settlement or salvage award among all interests (including the Master and crew).

(b) It is mutually understood and agreed that the Contractor shall not be entitled to nor participate in any salvage or salvage awards hereunder. The Contractor shall promptly furnish the Government with full reports and information on all salvage services rendered or received.

H-3 EXCLUSION OF GENERAL AVERAGE

Neither the Contractor nor the Government shall claim for, or contribute in, General Average under this contract.

H-4 INSURANCE

(a) During the period commencing with the delivery and terminating with the redelivery of each vessel, the Contractor shall secure customary full-form Protection and Indemnity (P&I) marine insurance coverage (including full four-fourths (4/4s) collision liability and pollution liability coverage), P&I War Risks, and Second Seaman's War Risk coverage on each vessel. The insurance coverage shall cover all liabilities (other than liability for loss of or damage to Government cargo carried onboard the vessel) in an amount equal to the applicable P&I club limit for entered ships (but in no event less than \$100,000,000 per vessel per incident), and shall cover all liabilities for pollution from oil and hazardous substances in an amount equal to the applicable and customary P&I club limit for entered ships (but in no event less than \$1,000,000,000 per vessel per incident). War Risk Second Seaman's coverage shall be at least equal to coverage provided under the U. S. Department of Transportation, Maritime Administration Second Seaman's War Risk Policy (1955 Standard Form) including Coverage of \$150,000 per crew member for loss of life. The contractor's obligation to the United States to obtain Second Seaman's coverage does not confer any third-party beneficial interest to crewmembers and is not a personal entitlement.

(b) Except as provided herein, the Contractor shall be responsible for the cost of such insurance, including deductibles, premiums, calls, commissions, advancements, assessments, and overspill claims.

(c) The insurance policy cover note MUST name the United States as an Assured or Additional Assured under the insurance policies, and indicate the risks insured (including full four-fourths (4/4s) running down clause-collision liability coverage and fixed or floating objects coverage). The cover note must state the amount of coverage, insurance deductibles (if any), and exclusions (if any) for basic P&I, pollution coverage, War Risk, and Second Seaman's War Risk coverage.

(d) The cover note must also contain the following statement: "The terms or conditions of insurance contained in this cover note shall govern and shall be controlling in the event that there are any inconsistent terms or conditions in any applicable P&I Club rules or insurance policy. Underwriters agree to waive any rights of subrogation against the United States in all cases, regardless of cause. The United States shall not be liable for (and there shall be no recourse against the United States for) calls, commissions, advancements, assessments, or overspill claims. It is understood that the covered vessel(s) is not covered by hull insurance. It is understood that any disputes between the insurer and the United States will be governed by U.S. law, and will be adjudicated in a U.S. Federal Court. The United States has not consented to the arbitration (either domestic or foreign) of any disputes. It is understood that the insurer is not granted a lien on the covered vessel(s) under any circumstances."

(e) Before commencement of contract performance, the Contractor shall provide the Contracting Officer with a current copy of all insurance cover notes, policies and binders, a current copy of the P&I Club rules book, and such other documentation covering the vessel(s) as is necessary to establish that the required insurance coverage is in full force and effect. The Contractor shall provide the Contracting Officer with a timely copy of any revised or reissued cover notes, policies, or binders. Each year, the Contractor shall also provide the Contracting Officer with a copy of the annual P&I Club rulebook.

(f) The Government shall retain such risks of property loss or damage to the vessel(s) and associated fixtures, as would be covered by an American Hull Institute policy (Attachment E to the RFP). The Government shall also retain the risk of property loss or damage to any Government cargo loaded on the vessel(s). The Contractor shall notify the Contracting Officer of all incidents within the scope of such coverage by the most expeditious means within six hours of the discovery of the incident, and shall provide amplifying information when required. The Contractor shall submit claims for reimbursement for repairs and other expenses, pursuant to the Government's undertakings, to the Contracting Officer in accordance with applicable billing instructions. Mark any such claim as an "Insurance Claim."

(g) As operators of public vessels of the United States, the Contractor may become involved in litigation maintainable against the United States under the Public Vessels Act, 46 U.S.C. App. §§ 781-790. Section 782 of the Act incorporates the "not inconsistent" provisions of the Suits in Admiralty Act, 46 App. U.S.C. §§ 741-752. It is understood that under this contract, and by law (28 U.S.C. §§ 501-530), the Attorney General of the United States and designated U.S. Department of Justice Attorneys have ultimate control over any resulting litigation on behalf of the United States.

(h) The Contractor shall provide the Government with immediate notice of any legal action, libel in admiralty, or claim of any nature whatsoever, which may be brought against the Government, the Vessel, the Contractor, or the Contractor's underwriters arising during the performance of and/or as a result of this contract. The Contractor shall also provide the Government with immediate notice of any legal action brought by the Contractor that arises from, or is related to the performance of this contract. Such notice shall include copies of any summons and complaint or of any notice to show cause, notice of motion, or notice of petition which may be brought, made, or filed in any District court of the United States or in any other court purporting to have jurisdiction thereof; and such notice shall be sent by the fastest mail service provided by the United States Postal Service to:

Director, Torts Branch - Civil Division
Aviation & Admiralty Office
U.S. Department of Justice
P.O. Box 14271
Washington, D.C. 20044-4271

and:

Military Sealift Command, Code N2
914 Charles Morris Court, SE
Washington Navy Yard, D.C. 20398-5540
[telephone (202) 685-5160]

(i) Thereafter, the Contractor shall ensure that its underwriters and its attorneys and counsel cooperate with Government counsel in maintaining the defense of any such action or application

for relief. Attachment D to the RFP provides instructions and guidelines on the required liaison between private and Government counsel, which guidelines shall be strictly observed. Any and all costs of complying with Attachment D shall be borne solely by the Contractor or its underwriters.

(j) The Contractor shall not terminate the insurance without the Contracting Officer's prior written approval and shall promptly notify the Contracting Officer of any pending change or threatened cancellation of the insurance.

(k) **WAR RISK.** Operating limits of the vessel shall be worldwide. **THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE GOVERNMENT** (i) whenever any sailing orders will result in the vessel(s) being sent beyond the limits of the American Institute Trade Warranties or of War Risk Trading Warranties of applicable policies; (ii) if there are any changes to the War Risk Trading Warranties of applicable policies (including changes to the exclusion zones) or changes to War Risk premiums, charges, or deductibles; or (iii) whenever additional premium charges or costs will be incurred as a direct result of compliance with any sailing orders issued by the Government under this contract. The contractor shall ensure that the insurers provide it relevant information in a timely manner. If the Contractor has given this required notice to the Government, the Government will reimburse the Contractor for the increase in costs (if any) of insurance premiums, charges, or deductibles which arise from the vessel(s) sailing beyond the applicable Trading Warranties (including changes to the war risk exclusion zones) when entry into any exclusion zone under such insurance has been approved in advance by the Government. The issuance of sailing orders, by itself, does not constitute approval in advance by the Government. The Government may give the Contractor notice and instructions concerning suspension of commercial War Risk insurance coverage and substitution of Government indemnity or Government War Risk insurance as detailed in Section H-5.

(l) The Government shall have the right to require the Contractor to secure additional customary Marine Insurance coverage including increases in the amount of P&I coverage. In such event, the Contractor shall exercise its best efforts to obtain such additional insurance coverage at reasonable rates and in any event, the Contracting Officer's approval is required prior to final placement of the insurance. The cost of such additional insurance shall be for the Government's account.

(m) The attention of the Contractor is called to those portions of the Performance Work Statement, which require the use, training, transportation, and storage of firearms and explosives.

H-5 GOVERNMENT WAR RISK INSURANCE/INDEMNITY

(a) General – Upon receipt of notice and instruction from the Contracting Officer, as specified in Section H-4(k), with respect to any area excluded by the War Risk Trading Warranties under the Contractor's commercial War Risk coverage, the Contractor shall, as soon as practicable, contact its insurance brokers or underwriters and arrange for the suspension of its commercial War Risk insurance upon entry of the vessel into, or extension of stay of the vessel in such area(s), as the case may be, subject to resumption upon exiting such area(s). In such instances, the contractor

shall accept the Government's indemnity or War Risk insurance, whichever is applicable, in lieu of such commercial War Risk insurance. The Contractor shall ensure that the suspension of its commercial War Risk coverage is coincident with the time that any Government indemnity or War Risk insurance becomes effective, and shall likewise ensure that its commercial War Risk insurance is resumed at the time when any Government indemnity or War Risk insurance becomes ineffective. The Contractor shall retain the same risks, such as deductibles (if any), that it has under its commercial insurance.

(b) Government War Risk Insurance – Under the authority of 46 U.S.C. App. § 1285, the United States Maritime Administration (MARAD), at the request of Commander, Military Sealift Command, MAY furnish the following war risk insurance coverage, which will be effective during each vessel's transit under this Contract in areas which are in war risk exclusion zones or otherwise excluded under the Contractor's commercial marine War Risk trading warranties, and which are designated by notice from the Contracting Officer to the Contractor.

- (1) War Risk Protection and Indemnity insurance covering all liabilities up to an amount of \$100,000,000;
- (2) War Risk Second Seaman's coverage, the principal sum of which shall be \$150,000 per Crew Member for loss of life.

(c) Government Indemnity – Under the authority of Public Law 85-804 (72 Stat. 972, August 28, 1958) and Executive Order 10789, as amended by Executive Order 11610, the Secretary of Defense or the Secretary of the Navy may authorize the Contracting Officer to indemnify the Contractor against loss from risks that would be covered by MARAD war risk coverage as set forth in subparagraph (b) above.

H-6 AWARD FEE

(a) An award fee may be awarded based on the Contractor's performance. This award fee **may total \$250,000 per year per ship** and will reward superior performance for various aspects of contract performance. The award fee will be determined by evaluating: (1) Ship Smartness, (2) Mission Readiness, (3) Management of budgeted Maintenance and Repair Costs, (4) Management of other budgeted Reimbursable costs, (5) Administration, (6) Customer Service and (7) **Management of Required Training**. This award fee will be awarded solely at the discretion of the Contracting Officer at the end of each year of contract performance as described below. The Determination of the award fee granted will be based, in part, on the Contractor's performance as well as audits of the Contractor's accounting of budgeted reimbursable expenditures. The purpose of providing an award fee is to encourage and reward superior quality performance, to include the effective management of reimbursable budgets.

(b) The operation of this clause shall be in accordance with an Award Fee Plan to be mutually agreed upon after contract award. Although this Plan will provide for reclama procedures, determinations by the Contracting Officer with respect to the amount of the award fee to be paid to the Contractor are final and shall not be subject to the "DISPUTES" clause of this Contract.

(c) The Contractor's overall performance hereunder shall be evaluated annually or at more frequent intervals as fixed by the Fee Determination Official (FDO) by a Performance Evaluation Board. The Contractor may be requested to present its self-evaluation report to the Board at scheduled annual meetings. The Board, after evaluation of contractor performance, will report findings and recommendations to the FDO. This official will determine whether, and to what extent, the Contractor's performance for the preceding evaluation period warrants payment of the award fee available.

(d) Evaluation by the Performance Evaluation Board shall be consistent with the requirements of the contract. The evaluation criteria and any additional pertinent information contained in the evaluation criteria shall be furnished to the Contractor by the Contracting Officer. The Contractor shall be notified of evaluation criteria changes, if any, prior to commencement of the annual evaluation period to which the criteria apply.

(e) The Performance Evaluation Board's report of findings and the FDO's decision will be in writing and shall be furnished to the Contractor by the Contracting Officer. The report of findings shall set forth the Board's reasons for concluding to what degree that the award fee was earned, and whatever substantiating evidence the Board may consider appropriate. This will enable the Contractor to know those areas of its operation which are exemplary or which require improvement.

(f) After the award fee determination has been made, the Contracting Officer will issue a modification to the contract authorizing the payment of the award fee.

H-7 SUBSTITUTION OF KEY PERSONNEL (MSC 5252.237-9801) (AUG 1990)

(a) General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with his proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

(b) Guidance on Substitutions. During the first ninety (90) days of the contract performance period no personnel substitutions by the contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days, (thirty (30) days if security clearance is to be obtained), in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (c) below.

(c) Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or

his/her authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof.

(d) Key personnel Definition. Key personnel are understood to be those individuals for whom training and qualification records were submitted as required in Section C or the Technical Manual or who were proposed in the Contractor's technical proposal to the Government.

H-8 ELECTRONIC COMMERCE/ELECTRONIC DATA INTERCHANGE

It is the intention of Military Sealift Command to begin conducting business in an Electronic Commerce/Electronic Data Interchange (EC/EDI) environment during the contract performance period. The Contracting Officer shall negotiate an EDI Trading Partner Agreement (Attachment J) with the Contractor to include appropriate EDI transaction set documentation

SECTION I CONTRACT CLAUSES**I-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 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 these addresses:

farsite.hill.af.mil/
www.arnet.gov

I-1.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

| | | |
|------------------|--|----------|
| 52.202-1 | Definitions | DEC 2001 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 1997 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printing/Copying Double-Sided on Recycled Paper | AUG 2000 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.211-15 | Defense Priority And Allocation Requirements | SEP 1990 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |
| 52.215-21 Alt IV | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications Alternate IV (OCT 1997) | OCT 1997 |
| 52.216-7 | Allowable Cost And Payment | MAR 2000 |
| 52.217-8 | Option to Extend Services | NOV 1999 |
| 52.217-9 | Option to Extend the Term of the Contract | NOV 1999 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2000 |
| 52.219-9 Alt II | Small Business Subcontracting Plan.Alt. II (JAN 1999) | OCT 2001 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.219-10 | Incentive Subcontracting Program | OCT 2001 |
| 52.219-14 | Limitations on Subcontracting | DEC 1996 |

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| 52.219-26 | Small Disadvantaged Business Participation Program-Incentive Subcontracting | OCT 2000 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | AUG 1996 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | SEP 2000 |
| 52.222-26 | Equal Opportunity | FEB 1999 |
| 52.222-29 | Notification Of Visa Denial | FEB 1999 |
| 52.222-35 | Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers with Disabilities | DEC 2001 |
| 52.222-37 | Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era | JAN 1999 |
| 52.222-41 | Service Contract Act of 1965, As Amended | MAY 1989 |
| 52.222-43 | Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) | MAY 1989 |
| 52.222-47 | Service Contract Act (SCA) Minimum Wages And Fringe Benefits | MAY 1989 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | APR 1998 |
| 52.223-6 | Drug Free Workplace | MAY 2001 |
| 52.223-10 | Waste Reduction Program | OCT 1997 |
| 52.223-12 | Refrigeration Equipment and Air Conditioners | MAY 1995 |
| 52.223-14 | Toxic Chemical Release Reporting | OCT 2000 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copy Infringement | AUG 1996 |
| 52.227-3 | Patent Indemnity | APR 1984 |
| 52.227-14 | Rights in Data—General | JUN 1987 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.229-3 | Federal, State And Local Taxes | JAN 1991 |
| 52.229-5 | Taxes—Contracts Performed In U S Possessions Or Puerto Rico | APR 1984 |
| 52.229-6 | Taxes—Foreign Fixed-Price Contracts | JAN 1991 |
| 52.229-8 | Taxes—Foreign Cost-Reimbursement Contracts | MAR 1990 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | MAY 1997 |
| 52.232-9 | Limitation On Withholding Of Payment | APR 1984 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-20 | Limitation Of Cost | APR 1984 |

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| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-25 | Prompt Payment | JUN 1997 |
| 52.232-34 | Payment by Electronic Funds Transfer - Other than Central Contractor Registration | MAY 1999 |
| 52.233-1 Alt I | Disputes Alt II (DEC 1991) | DEC 1998 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.237-3 | Continuity of Services | JAN 1991 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt II | Changes—Fixed-Price Alt. II (APR 1984) | AUG 1987 |
| 52.243-7 | Notification of Changes | APR 1984 |
| 52.244-2 | Subcontracts | AUG 1998 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.245-2 | Government Property (Fixed Price Contracts) | DEC 1989 |
| 52.246-20 | Warranty of Services | MAY 2001 |
| 52.246-25 | Limitation of Liability--Services | FEB 1997 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JAN 1997 |
| 52.248-1 | Value Engineering | FEB 2000 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | SEP 1996 |
| 52.249-8 | Default (Fixed – Price Supply and Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |

I-1.1 DOD FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)
(48 CFR CHAPTER 2) CLAUSES

| | | |
|--------------|--|-----------|
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition Persons Convicted of Fraud or Other Defense-Contract Related Felonies | MAR 1999 |
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7002 | Payment For Subline Items Not Separately Priced | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Required Central Contractor Registration | NOV 2001 |
| 252.205-7000 | Provisions Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7000 | Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty | NOV 1995 |
| 252.209-7004 | Subcontracting with Firms that are Owned or Controlled By the Government of a Terrorist Country | MAR 1998 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small | APR. 1996 |

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| | Business Subcontracting Plan (DoD Contracts) | |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7002 | Safety Precautions For Ammunition And Explosives | MAY 1994 |
| 252.223-7003 | Changes In Place Of Performance—Ammunition And Explosives | DEC 1991 |
| 252.223-7004 | Drug-Free Work Force | SEP 1988 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | MAR 1998 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 1991 |
| 252.225-7007 | Buy America Act – Trade Agreements – Balance of Payment Program | SEP 2001 |
| 252.225-7008 | Supplies to be Accorded Duty Free Entry | MAR 1998 |
| 252.225-7009 | Duty-Free Entry--Qualifying Country Supplies (End Products and Components) | AUG 2000 |
| 252.225-7010 | Duty-Free Entry--Additional Provisions | AUG 2000 |
| 252.225-7025 | Restrictions on Acquisition of Forging | JUN 1997 |
| 252.225-7026 | Reporting Of Contract Performance Outside the United States | JUN 2000 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | JUN 1992 |
| 252.227-7013 | Rights in Technical Data – Non-Commercial Items | NOV 1995 |
| 252.227-7016 | Rights in Bid or Proposal Information | JUN 1995 |
| 252.227-7030 | Technical Data – Withholding of Payment | MAR 2000 |
| 252.227-7036 | Declaration Of Technical Data Conformity | JAN 1997 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 1999 |
| 252.242-7000 | Post Award Conference | DEC 1991 |
| 252.243-7001 | Pricing of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.245-7000 | Government-Furnished Mapping, Charting, and Geodesy Property | DEC 1991 |
| 252.245-7001 | Reports Of Government Property | MAY 1994 |
| 252.247-7023 | Transportation Of Supplies By Sea | MAR 2000 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction | DEC 1996 |

CLAUSES INCORPORATED BY FULL TEXT

I-2 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 DAYS.

I-3 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

See Section J.

I-4 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used in this clause—

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-5 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1-2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-6 DFAR 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) 0001 through 0018 are incrementally funded. For these item(s), the sum of \$990,740.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then

allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract:

| | <u>Fixed Price</u> | <u>Reimbursables</u> |
|------------------------------------|------------------------|--------------------------|
| <u>Aug 06, 2002 - Sep 30, 2002</u> | <u>\$ 221,580.00</u> | <u>\$769,160,00.00</u> |
| <u>Oct 01, 2002 - Sep 30, 2003</u> | <u>\$41,439,184.00</u> | <u>\$ 38,035,000.00</u> |
| <u>Oct 01, 2003 - Sep 30, 2004</u> | <u>\$42,256,144.00</u> | <u>\$ 41,681,050.00</u> |
| <u>Oct 01, 2004 - Sep 30, 2005</u> | <u>\$43,934,128.00</u> | <u>\$ 39,346,481.50</u> |
| <u>Oct 01, 2005 - Sep 30, 2006</u> | <u>\$45,336,240.00</u> | <u>\$ 43,031,875.95</u> |
| <u>Oct 01, 2006 - Aug 05, 2007</u> | <u>\$46,327,766.00</u> | <u>\$ 40,737,832.22.</u> |

I-7 DEFAULT ALTERNATE I (Fixed-Price Supply and Service) (MSC 5252-9801)
(JUL 1993) (DEVIATION)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below);

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below); or

(iv) Operate the vessels as specified in this contract notwithstanding any interruption or delay that may be attributed to labor disruption, labor dispute, or strike.

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the

control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) freight embargoes, and (8) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and the Contracting Officer shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be a dispute under the Dispute clause.

(f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(g) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I-8 MSC 5252.217-9805 OPTION TO EXTEND THE PERIOD OF PERFORMANCE (DEC 1988)

(a) In accordance with the clause at FAR 52.217-8, Option to Extend Services, the Government may unilaterally extend the period of performance by up to six months for any or all of the ships. The Contracting Officer will exercise this option by giving written notice to the Contractor at least 60 days prior to the termination of the performance period as identified in section F and as may be extended by options provided herein.

I-9 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION. (FAR 52.232-35) (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Military Sealift Command

Mailing Address:

COMMANDER

MILITARY SEALIFT COMMAND

ATTN: CAROLYN MERRITT CODE N8

914 CHARLES MORRIS COURT SE

WASHINGTON NAVY YARD DC 20398-5540

Telephone Number:

202-685-5864

Person to Contact:

Electronic Address: