


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 68		
2. CONTRACT NO. N00033-06-C-1006-P00019		3. AWARD/EFFECTIVE DATE 15-Jun-2006		4. ORDER NUMBER		5. SOLICITATION NUMBER N00033-06-R-1006		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMES CARNEY				b. TELEPHONE NUMBER (No Collect Calls) 202-685-0514	8. OFFER DUE DATE/LOCAL TIME 12:00 AM 25 Apr 2006	
9. ISSUED BY MILITARY SEALIFT COMMAND, N1021/ PM1 914 CHARLES MORRIS COURT, SE WASHINGTON NAVY YARD DC 20398 TEL: 202.685.5952 FAX: 202.685.5966			CODE N00033	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 488330 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE ITEM 9				CODE
17a. CONTRACTOR/OFFEROR ALPHA MARINE SERVICES LLC GARY CHOUEST 16201 E. MAIN STREET GALLIANO LA 70354 TEL: (b) (6)			CODE 1E8Q5	18a. PAYMENT WILL BE MADE BY MILITARY SEALIFT COMMAND MSC N-83 914 CHARLES MORRIS CT SE WASHINGTON DC 20398				CODE N00033
FACILITY CODE 1E8Q5			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$23,871,425.60		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: N00033-06-C-1006					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <u>21-Apr-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED		
						30-Jun-2006		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELYSSA J. PARANA / CONTRACTING SPECIALIST TEL: (b) (6) EMAIL: (b) (6)				

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

Section SF 30 - BLOCK 14 CONTINUATION PAGE

MODIFICATION P00019

Funding is added for overtime expenses in the amount of \$150,000 as CLINS 0307 and 0308. See below.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00018

FY 2008 Funding is de-obligated in the amount of \$2,500 for CMRS training not required.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00017

Wage Determination

This modification applies the wage increase due to Wage Determination (1994-0196) Rev. 22, which was issued on 26 May 2009 and incorporated into the contract via Modification P00014.

The Per Diem is raised from \$2,721.63 by \$4.29 per day to \$2,725.92 for each tug. The increase is \$1,565.66 per tug or a total increase for the six tugs for Option Period Three of \$9,395.10.

Funding is added in the amount of \$9,395.10 or \$4,697.55 for each port as shown below.

In lieu of reviewing pay stubs, the contractor warrants that the requested increase in H&W rates is based on the difference between the actual compensation in the prior period and the revised wage determination.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00016

Additional funding is provided for fiscal year 2010 for Option Period Three as CLIN 0304 as shown below. The subclin 030401 describes the funding for overtime.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00015

Funding is provided for fiscal year 2010 for Option Period Three as CLINS 0302 and 0303 as shown below. The subclins describe the funding for each tug.

CLIN 9998 is changed from Priced to Info type CLIN to correct the omission which should have been done in modification P00004 when that CLIN was replaced. This action decreases the contract cost by \$363,260.

The difference between \$363,260 and the total cost decrease of \$298,370.30 is \$64,809.70, which is the increase in cost resulting from the application of revised Wage Determinations.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00014

In accordance with MSC clause 5252.217-9806, Option to Extend the Term of the Contract, CLIN 0300, Option Period Three, is exercised for the period from 01 October 2009 to 30 September 2010.

CLIN 0300 and CLIN 0301 Option cell is changed from "Option" to "No Status" due to technical difficulties with the system. CLIN 0300 and CLIN 0301 are considered "Option Exercised."

This modification also incorporates Wage Determination (1994-0196) Rev. 22 (WD), which was issued on 26 May 2009. In accordance with FAR 22.1012-1(a)(1)(i), a revised wage determination is effective on the first day that WDOL publishes it on its website, or (ii) upon receipt by the agency of the actual notice of revision using the e98 process and (a)(2) such revisions must be included in the resulting contract unless (c) the revision is posted or received after award or modification.

In accordance with FAR clause 52.222-43, the contractor is required to inform the contracting officer within 30 days if there is an increase in wage rates due to the new WD and the amount of that increase. If such notice is received and approved, the contract will be modified to increase the price effective as of the date that the option was effective.

In accordance with FAR clause 52.232-18, Availability of Funding, funding will be applied when available as follows:

Per Diem: $\$ 2,721.63 \times 365 = \$993,394.95 \times 6 \text{ tugs} = \$ 5,960,370.$

The payment office has been changed as shown below.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00013

Funding is provided for additional estimated overtime as shown below under CLIN 0206.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00012

Modification P00002 increased the per diem for Wage Determination 1994 0196 (WD) Revision 17 by \$5.54. Modification P00007 increased the per diem again for Revision 19 by \$5.94.

Modification P00008 incorporated Revision 21 into the contract as of the exercise of the second option period beginning 01 October 2008.

The increase in per diem due to the Revision 21 is \$18.15. This amount includes the increase in wages and in health and welfare requested and in taxes for Social Security and Medicare.

The wage increase for the master is \$7.61 per day and for the Engineer is \$6.37 per day. The third member of the crew, the Deckhand, was already receiving an amount in excess of the Wage Determination's minimum wage for that labor category. Therefore, there is no change in that labor category. The total daily wage increase is \$13.98.

All three crewmembers received an increase in Health and Welfare of \$0.96 per day for a total daily increase of \$2.88.

The increase in per diem is \$13.98 for wages plus H&W of \$2.88 for a total increase of \$16.86. Taxes of 7.65% for Social Security and Medicare add another \$1.29 for a total increase of \$18.15.

The per diem for each tug is increased from \$2,703.48 by \$18.15 to \$2,721.63 for the second option period.

The total increase for all six tugs for fiscal year 2009, Option Two of the contract is \$39,748.50, which is added to the contract as CLIN 0205 with separate subclins for Kings Bay and Mayport as shown below.

A lump sum amount may be invoiced for the previous months since the beginning of the fiscal year. A lump sum payment of \$16,443.90 is approved to recoup the fiscal year 2009 increase for the months of October 2008 through February 28, 2009.

For the remainder of this option year (March through September 2009), the per diem rate of \$2,721.63 is approved for all tugs.

The parties hereby agree that the change in terms and conditions of the contract set forth above provide them with the full and complete adjustment to which each is entitled for the changes described above. The parties hereby waive all right, title, and interest, if any, to further adjustment for the aforesaid changes.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00011

The updated Clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008), replaces the former clause 52.219-9 (JUL 2005) incorporated into the contract via Clause 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Sep 2005).

The new clause incorporates a provision for electronic filing of subcontracting plan reports. Known as eSRS, electronic Subcontracting Reporting System, the system allows contractors to submit online reports formerly known as the SF294 and SF295.

MODIFICATION P00010

Fiscal year 2009 funding is added for the period from 01 October 2008 to 30 September 2009.

Funding is added as CLINS 0201 through 0204 with associated SUBCLINS as shown below.

CLIN 010402 is changed to 0105 to distinguish this reimbursable expense from other overtime expense. The cost of \$2,500 for this item is added to CLIN 0105 with its associated funding and the same amounts are reduced from CLIN 0104.

The total overtime funding added is \$70,000, which is \$293,260 less than estimated on the original CLIN 0201. This accounts for a reduction in total cost on the contract.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00009

The purpose of this modification is to add funding as shown below for unanticipated overtime.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00008

In accordance with MSC clause 5252.217-9806, Option to Extend the Term of the Contract, the second option period is exercised for the period from October 1, 2008 to September 30, 2009.

In accordance with FAR clause 52.232-18, Availability of Funds, funds are not currently available for this option. Funds are subject to appropriation and will be added to the contract as soon as available.

Wage Determination No. 1994-0196 Rev. 21 (dated 5/29/2008) is incorporated into this contract.

In accordance with FAR clause 52.222-43, the contractor is required to inform the contracting officer within 30 days if there was an increase in wage rates due to the new WD, and, if there is, the amount of that increase. When such notice is received and approved the contract will be modified to increase the price to reflect such changes.

CLIN 0200 and CLIN 0201 are changed from "Option" to "No Status" for technical reasons associated with the system program. Upon exercise of the option, "No Status" in the option window must be selected to permit proper functioning of the system.

An increase of \$11.48 per day is added to the price of CLIN 0200 to account for previous wage determination increases.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00007

Funding is added for fiscal year 2008 Option Period One as CLINs 0101 for Kings Bay and 0103 for Mayport with associated Sub CLINS for each tug as shown below.

Reimbursable funding for Overtime is added as CLINs 0102 for Kings Bay and 0104 for Mayport.

The (Priced) CLIN 0100 for Option Period One has been changed to an (Info) CLIN and its pricing data has been deleted. The previous CLIN 0101, Overtime, has been changed to inactive (Info) CLIN 9997 and its pricing data has

been deleted. This procedure is necessary in order to satisfy program technical difficulties when funding option periods in the Standard Procurement System.

The four new (Priced) CLINS have a “rolled up” structure where the total cost and funding is provided at the CLIN level and the (Info) SUBCLIN level describes the constituent parts. Additional funding if needed may be added as SUBCLINs and the CLIN level cost and funding will be increased as appropriate.

Administrative changes have been made to add Program codes to the line items below in order to meet system reporting requirements.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00006

In accordance with MSC clause 5252.217-9806, Option to Extend the Term of the Contract, the first option period is exercised for the period from October 1, 2007 to September 30, 2007.

In accordance with FAR clause 52.232-18, Availability of Funds, funds are not currently available for this option. Funds are subject to appropriation and will be added to the contract as soon as available.

Wage Determination No. 1994-0196 Rev. 19 (dated 6/20/2007) is incorporated into this contract.

In accordance with FAR clause 52.222-43, the contractor is required to inform the contracting officer within 30 days if there was an increase in wage rates due to the new WD, and, if there is, the amount of that increase. When and if such notice is received the contract will be modified to increase the price to reflect such changes.

CLIN 0100 and CLIN 0101 are changed from “Option” to “No Status” for technical reasons associated with the system program. Upon exercise of the option, “No Status” in the option window must be selected to permit proper functioning of the system.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00005

Typographical errors were discovered in the paragraph, Port Charges and Expenses (MSC 5252.232-9811).

Therefore, this modification corrects the language of that paragraph, which is found under clause 52.212-4 Addendum, Part 2(k) on page 26 of 36 of the contract (page 8 of 11 of this modification). Accordingly,

- 1) Add a closing parenthesis after the word “crew” in the first sentence of the subparagraph, “(1) Expenses for Charterer” as follows:

“(except those pertaining to the Master, Officers, and crew) incurred by the Vessel ...”.

- 2) Replace in the same subparagraph the sentence: “Agency fees, provided not incurred for the convenience of the Vessel or Owner shall also be for Charterer’s account.” with the sentence: “Agency fees shall also be for the Charterer’s account provided they are not incurred for the convenience of the Vessel or Owner.”

- 3) Also, in the same subparagraph, add the word “no” after the word “in” and before the word “case” in the second phrase of the third sentence beginning “The Charterer shall pay all pilotage charged to the Vessel; however, in no case shall the Charterer reimburse the Owner...”

There are no other changes. All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00004

This modification adds funding for fiscal year 2007 estimated overtime expenses.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00003

This modification corrects the number of days for Tug #2 from 238 days to 237 days and reduces the funding accordingly. The funding was rounded up and thus the amount of defunding is one day at \$2,697.54 plus \$0.26 to account for the rounding for a total reduction of \$2,697.80.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00002

Funding for fiscal year 2007 is added as CLIN 0001 with designated subCLINS.

CLIN 0001 is changed to CLIN 9999 to facilitate technical requirements of the funding action and is not used.

All other terms and conditions remain the same and in full force and effect.

MODIFICATION P00001

The contract is modified to add an overtime rate of \$(b) per tug for all tugs and for each year of the contract.
(4)

The parties hereby agree that the increase in price set forth above provides the Contractor with the full and complete adjustment to which he is entitled for the changes to the contract agreed to in this modification. The Contractor hereby waives all right, title and interest, if any, to further adjustment for the aforesaid changes.

The changes in pricing and costs and the addition of Overtime CLINs are shown below.

Also, Wage Determination 1994-0196 Rev. 17 was issued on 24 May 2006 and supersedes Rev. 16, which was referenced in the contract award. Therefore, in accordance with FAR part 22.404-6, Wage Determination 1994-0196 Rev. 17 is incorporated into the contract as of the date of award, which is 30 June 2006.

In accordance with FAR clause 52.222-43 Fair Labor Standards Act and Service Contract Act, the contractor has 30 days to notify the Contracting Officer of any increase claimed under this clause.

Funding for the wage determination adjustment if any will be added in a later modification if and when notified by the contractor.

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0308		1	Each	\$51,968.54	\$51,968.54
	FY 2010 OVERTIME FUNDING				
	FFP				
	FY 2010 OVERTIME FUNDING				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330120P201				
				NET AMT	\$51,968.54
	ACRN AA				\$51,968.54
	CIN: N000330120P2010002				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307		1	Each	\$98,031.46	\$98,031.46
	FY 2010 OVERTIME FUNDING				
	FFP				
	FY 2010 OVERTIME FUNDING				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330120P201				
				NET AMT	\$98,031.46
	ACRN AA				\$98,031.46
	CIN: N000330120P2010001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010501			Each	\$0.00	\$0.00
	DEOB \$2,500 LINE 1-1-1 FROM COMNAVREG CONTRACT				
	N000330610060105				
	FFP				
	DEOB \$2,500 LINE 1-1-1 FROM COMNAVREG CONTRACT				
	N000330610060105				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330054P201				

NET AMT \$0.00

ACRN AA \$0.00
 CIN: N000330054P2010001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305		1	Each	\$4,697.55	\$4,697.55
	FY 2010 WAGE INCREASE (\$4.29 X 3 TUGS X 365 DAYS)				
	FFP				
	FY 2010 WAGE INCREASE (\$4.29 X 3 TUGS X 365 DAYS)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330336P201				

NET AMT \$4,697.55

ACRN AA \$4,697.55
 CIN: N000330336P2010002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306		1	Each	\$4,697.55	\$4,697.55
	FY 2010 WAGE INCREASE (\$4.29 X 3 TUGS X 365 DAYS)				
	FFP				
	FY 2010 WAGE INCREASE (\$4.29 X 3 TUGS X 365 DAYS)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330336P201				

NET AMT \$4,697.55

ACRN AA \$4,697.55
 CIN: N000330336P2010001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304		1	Each	\$50,000.00	\$50,000.00
	NAVREG TUGS (KINGS BAY) FY 2010 OVERTIME				
	FFP				
	NAVREG TUGS (KINGS BAY) FY 2010 OVERTIME				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330274P203				

NET AMT \$50,000.00

ACRN AA \$50,000.00
 CIN: N000330274P2030001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030401	FY 2010 OVERTIME FFP FY 2010 OVERTIME FOB: Destination PURCHASE REQUEST NUMBER: N000330274P203		Each		\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	NAVREG TUGS (KINGS BAY) FY10 OPTION 3 CHARTER HIRE FFP NAVREG TUGS (KINGS BAY) FY10 OPTION 3 CHARTER HIRE FOB: Destination PURCHASE REQUEST NUMBER: N000330273P202	1	Each	\$2,980,184.85	\$2,980,184.85

NET AMT \$2,980,184.85

ACRN AA \$2,980,184.85
CIN: N000330273P2020001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030202	TUG (C-3) FY10 OPTION 3 (365 DAYS @ \$2721.63) FFP		Each		\$0.00
	TUG (C-3) FY10 OPTION 3 (365 DAYS @ \$2721.63) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330273P202				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030203	TUG (C-4) FY10 OPTION 3 (365 DAYS @ \$2721.63) FFP		Each		\$0.00
	TUG (C-4) FY10 OPTION 3 (365 DAYS @ \$2721.63) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330273P202				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030201	TUG (C-2) FY10 OPTION 3 (365 DAYS @ \$2721.63) FFP		Each		\$0.00
	TUG (C-2) FY10 OPTION 3 (365 DAYS @ \$2721.63) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330273P202				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030302	TUG (C-12) FY10 OPTION 3 (365 DAYS @ FFP TUG (C-12) FY10 OPTION 3 (365 DAYS @ FOB: Destination PURCHASE REQUEST NUMBER: N000330273P204		Each	\$0.00	\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303	NAVREG TUGS (MAYPORT) FY10 OPTION 3 CHARTER HIRE FFP NAVREG TUGS (MAYPORT) FY10 OPTION 3 CHARTER HIRE FOB: Destination PURCHASE REQUEST NUMBER: N000330273P204	1	Each	\$2,980,184.85	\$2,980,184.85
NET AMT					\$2,980,184.85
ACRN AA CIN: N000330273P2040001					\$2,980,184.85

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030301	TUG (C-5) FY10 OPTION 3 (365 DAYS @ \$2721.63) FFP		Each	\$0.00	\$0.00
	TUG (C-5) FY10 OPTION 3 (365 DAYS @ \$2721.63) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330273P204				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030303	TUG (C-13) FY10 OPTION 3 (365 DAYS @ \$2721.63) FFP		Each	\$0.00	\$0.00
	TUG (C-13) FY10 OPTION 3 (365 DAYS @ \$2721.63) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000330273P204				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020601	FY 2009 NAVREG TUGS ADDITIONAL OVERTIME FFP		Each		\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339245P202				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0206	NAVREG TUGS FY 2009 ADDITIONAL OVERTIME FFP NAVREG TUGS FY 2009 ADDITIONAL OVERTIME FOB: Destination PURCHASE REQUEST NUMBER: N000339245P202	1	Each	\$49,403.82	\$49,403.82	
					<hr/>	
					NET AMT	\$49,403.82
					ACRN AA	\$49,403.82
					CIN: N000339245P2020001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
020502	FY 09 WAGE INCREASE \$18.15/DAY (TUGS C-5/C-12/C-13) FFP FY 09 WAGE INCREASE \$18.15/DAY (TUGS C-5/C-12/C-13) FOB: Destination PURCHASE REQUEST NUMBER: N000339062P201		Each		\$0.00	
					<hr/>	
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020501	FY 09 WAGE INCREASE \$18.15/DAY (TUGS C-2/C-3/C-4) FFP		Each		\$0.00
	FY 09 WAGE INCREASE \$18.15/DAY (TUGS C-2/C-3/C-4) FOB: Destination PURCHASE REQUEST NUMBER: N000339062P201				
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205	FY 09 NAVREGSE TUGS WAGE INCREASE FFP	1	Each	\$39,748.50	\$39,748.50
	Per Diem increase from \$2,703.48 by \$18.15 to \$2,721.63 for each tug for 365 days of the second option period. FOB: Destination PURCHASE REQUEST NUMBER: N000339062P201				
					NET AMT
					\$39,748.50
					ACRN AA
					\$39,748.50
					CIN: N000339062P2010001

CLAUSES INCORPORATED BY REFERENCE

52.219-9

Small Business Subcontracting Plan

APR 2008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204		1	Each	\$40,000.00	\$40,000.00
	NAVREG TUGS (MAYPORT) FY09 OVERTIME				
	FFP				
	NAVREG TUGS (MAYPORT) FY09 OVERTIME				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P206				

NET AMT \$40,000.00

ACRN AA \$40,000.00
 CIN: N000339281P2060001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020401			Each		\$0.00
	FY 09 OVERTIME				
	FFP				
	FY 09 OVERTIME				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P206				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203		1	Each	\$2,960,310.60	\$2,960,310.60
	NAVREG TUGS (MAYPORT) FY09 OPTION 1 CHARTER HIRE				
	FFP				
	NAVREG TUGS (MAYPORT) FY09 OPTION 1 CHARTER HIRE				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P205				

NET AMT \$2,960,310.60

ACRN AA \$2,960,310.60
 CIN: N000339281P2050001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020302			Each		\$0.00
	TUG C-4 FY09 OPT 2 (365 DAYS @ 2703.48)				
	FFP				
	TUG (C-4) FY 09 OPTION 2 (365 DAYS @ \$2703.48)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P205				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020303	TUG (C-3) FY 09 OPTION 2 (365 @ \$2703.48) FFP		Each		\$0.00
	TUG (C-3) FY 09 OPTION 2 (365 @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P205				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020301	TUG (C-5) FY09 OPTION 2 (365 DAYS @ \$2703.48) FFP		Each		\$0.00
	TUG (C-5) FY09 OPTION 2 (365 DAYS @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P205				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		1	Each	\$30,000.00	\$30,000.00
	NAVREG TUGS (KINGS BAY) FY09 OVERTIME FFP				
	NAVREG TUGS (KINGS BAY) FY09 OVERTIME FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P204				

NET AMT \$30,000.00

ACRN AA \$30,000.00
CIN: N000339281P2040001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020201			Each		\$0.00
	FY 09 OVERTIME FFP				
	FY 09 OVERTIME FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P204				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	TUG (C-2) FY09 OPTION 2 (365 DAYS @ \$2703.48) FFP		Each		\$0.00
	TUG (C-2) FY09 OPTION 2 (365 DAYS @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P203				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020103	TUG (C-13) FY 09 OPTION 2 (365 DAYS @ \$2703.48) FFP		Each		\$0.00
	TUG (C-13) FY 09 OPTION 2 (365 DAYS @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P203				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		1	Each	\$2,960,310.60	\$2,960,310.60
	NAVREG TUGS (KINGS BAY) FY09 OPTION 2 CHARTER HIRE				
	FFP				
	NAVREG TUGS (KINGS BAY) FY09 OPTION 2 CHARTER HIRE				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P203				

NET AMT \$2,960,310.60

ACRN AA \$2,960,310.60
 CIN: N000339281P2030001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020102			Each		\$0.00
	TUG (C-12) FY 09 OPTION 2 (365 DAYS @ \$2703.48)				
	FFP				
	TUG (C-12) FY 09 OPTION 2 (365 DAYS @ \$2703.48)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000339281P203				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	CMRS IN WATER TRAINING FFP CMRS IN WATER TRAINING FOB: Destination PURCHASE REQUEST NUMBER: N000338270P204		Each	\$0.00	\$0.00

NET AMT \$0.00

ACRN AA \$2,500.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010401	FY08 OVERTIME FFP FY08 OVERTIME FOB: Destination PURCHASE REQUEST NUMBER: N000338276P204		Each		\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104		1	Each	\$50,000.00	\$50,000.00
	NAVREG TUGS (MAYPORT) FY08 OVERTIME				
	FFP				
	NAVREG TUGS (MAYPORT) FY08 OVERTIME				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P204				

NET AMT \$50,000.00

ACRN AA \$50,000.00
 CIN: N000338276P2040001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010302			Each		\$0.00
	TUG (C-12) FY08 OPTION 1 M(366 DAYS @ \$2703.48)				
	FFP				
	TUG (C-12) FY08 OPTION 1 M(366 DAYS @ \$2703.48)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P203				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010301	TUG (C-5) FY08 OPTION 1 (366 DAYS @ \$2703.48) FFP		Each		\$0.00
	TUG (C-5) FY08 OPTION 1 (366 DAYS @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P203				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010303	TUG (C-13) FY08 OPTION 1 (366 DAYS @ \$2703.48) FFP		Each		\$0.00
	TUG (C-13) FY08 OPTION 1 (366 DAYS @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P203				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103		1	Each	\$2,968,421.04	\$2,968,421.04
	NAVREG TUGS (MAYPORT) FY08 OPTION 1 CHARTER HIRE				
	FFP				
	NAVREG TUGS (MAYPORT) FY08 OPTION 1 CHARTER HIRE				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P203				

NET AMT \$2,968,421.04

ACRN AA \$2,968,421.04
 CIN: N000338276P2030001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102		1	Each	\$50,000.00	\$50,000.00
	NAVREG TUGS (KINGS BAY) FY08 OVERTIME				
	FFP				
	NAVREG TUGS (KINGS BAY) FY08 OVERTIME				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P202				

NET AMT \$50,000.00

ACRN AA \$50,000.00
 CIN: N000338276P2020001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010201	FY08 OVERTIME FFP FY08 OVERTIME FOB: Destination PURCHASE REQUEST NUMBER: N000338276P202		Each		\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	NAVREG TUGS (KINGS BAY) FY08 OPTION 1 CHARTER HIRE FFP NAVREG TUGS (KINGS BAY) FY08 OPTION 1 CHARTER HIRE FOB: Destination PURCHASE REQUEST NUMBER: N000338276P201	1	Each	\$2,968,421.04	\$2,968,421.04

NET AMT \$2,968,421.04

ACRN AA \$2,968,421.04
CIN: N000338276P2010001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010103	TUG (C-4) FY08 OPTION 1 (366 DAYS @ \$2703.48) FFP		Each		\$0.00
	TUG (C-4) FY08 OPTION 1 (366 DAYS @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P201				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101	TUG (C-2) FY08 OPTION 1 (366 DAYS @ \$2703.48) FFP		Each		\$0.00
	TUG (C-2) FY08 OPTION 1 (366 DAYS @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P201				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	TUG (C-3) FY08 OPTION 1 (366 DAYS @ \$2703.48) FFP		Each		\$0.00
	TUG (C-3) FY08 OPTION 1 (366 DAYS @ \$2703.48) FOB: Destination				
	PURCHASE REQUEST NUMBER: N000338276P201				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	FY 07 OVERTIME FFP		Each		\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337303P201				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NAVREG TUGS FY 07 OVERTIME FFP	1	Each	\$150,000.00	\$150,000.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337303P201				

NET AMT \$150,000.00

ACRN AA \$150,000.00
CIN: N000337303P2010001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NAVREG TUGS FY 07 FIRM PERIOD FUNDING FFP	1	Each	\$5,071,375.20	\$5,071,375.20
	Four tugs on hire on 01 October 2006. Two more tugs will come on hire on 05 February 2007 and 01 April 2007. Six tugs for total days of 1,880 at \$2,697.54 per day (\$2,692 + wage determination of \$5.54) charter hire = \$5,071,375.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337290P201				

NET AMT \$5,071,375.20

ACRN AA \$5,071,375.20
CIN: N000337290P2010001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	TUG #1 (C-2) FY 07 FIRM PERIOD (365 DAYS @ \$2697.54) FFP		Each		\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337290P201				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107			Each		\$0.00
	TUG #2 (C-3) FY 07 FIRM PERIOD (237 DAYS @\$2697.54)				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337290P201				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105			Each		\$0.00
	TUG #6 (C-13) FY 07 FIRM PERIOD (6 DAYS @ \$2697.54)				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337290P201				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108			Each		\$0.00
	TUG #3 (C-4) FY 07 FIRM PERIOD (183 DAYS @\$2697.54)				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337290P201				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102			Each		\$0.00
	TUG #4 (C-5) FY 07 FIRM PERIOD (365 DAYS @ \$2697.54)				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337290P201				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104			Each		\$0.00
	TUG #6 (C-13) FY 07 FIRM PERIOD (359 DAYS @ \$2697.54)				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337290P201				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103			Each		\$0.00
	TUG #5 (C-12) FY 07 FIRM PERIOD (365 DAYS @ \$2697.54)				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N000337290P201				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7999	Overtime - Option Period Two FFP (b) (4)			\$0.00	\$0.00
	FOB: Destination				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301	Overtime - Option Period Three FFP	1,774		\$205.00	\$363,670.00
	FOB: Destination				

NET AMT \$363,670.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9998	Overtime - Firm Period FFP			\$0.00	\$0.00
	FOB: Destination				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9997	Overtime - Option Period One [Not Used] FFP (b) (4) FOB: Destination			\$0.00	\$0.00
NET AMT					\$0.00

NOTICE TO OFFERORS

A. NOTICE TO ALL OFFERORS

- Box 27a and 27b of the SF 1449 are considered checked with addendum attached.
- NAICS code for this procurement is 488330.
- The box for Emergency Situations and Training in paragraph 25 of the Statement of Work is considered checked.

B. OFFEROR FILL-IN CLAUSES

- All fill-in clauses 52.212-3, 252.212-7000 and 52.203-2 are provided in the Submission Package (Attachment 1) for the convenience of Offerors.

C. SCHEDULE OF ESTIMATES

- The following estimates are not a guarantee of work. This information is provided for estimation purposes only. Any difference in the actual numbers or workload experienced shall not form the basis for any claim or equitable adjustment.

Period	Estimated Overtime Hours per Year	
	Kings Bay	Mayport
Firm Period	886	886
Option Period One	886	886
Option Period Two	886	886
Option Period Three	886	886

D. SCHEDULE OF SUPPLIES AND SERVICES

- Note on CLINs in Block 24:** CLINs may be added to designate amounts funded for specific purposes, e.g., fuel, insurance, port charges and expenses, and, if used, restrict the funding amount available for each respective purpose. See 52.212-4 Addendum, Reimbursable Expenses.

2. The Schedule of Supplies and Services follows as CLINS under this contract.

3. INVOICE INSTRUCTIONS:

a. Invoices shall be submitted in accordance with the instructions in FAR clause 52.212-4 and Addendum. Please note that IAW 52.212-4, among other things, each invoice is required to have the Contract Number and a point of contact with telephone number in the event of a defective invoice.

b. Please submit invoices to:

Military Sealift Command
 Attn: N86
 914 Charles Morris CT SE
 Washington Navy Yard, DC 20398-5540

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
9999	Not Used FFP FOB: Destination		Days	\$0.00	\$0.00	
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0100	Option Period One FFP CLINS 0101 - 0199 reserved for funding of all supplies and services described in the Statement of Work, IAW the contract Terms and Conditions, including those CLINS expressly identified as Reimbursable items for the first option period of the contract; NTE 365 (or 366) days FOB: Destination		Days	\$0.00	\$0.00	
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	Option Period Two FFP CLINS 0201 - 0299 reserved for funding of all supplies and services described in the Statement of Work, IAW the contract Terms and Conditions, including those CLINS expressly identified as Reimbursable items for the second option period of the contract; NTE 365 (or 366) days FOB: Destination		Days	\$0.00	\$0.00

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	Option Period Three FFP CLINS 0301 - 0399 reserved for funding of all supplies and services described in the Statement of Work, IAW the contract Terms and Conditions, including those CLINS expressly identified as Reimbursable items for the third option period of the contract; NTE 365 (or 366) days FOB: Destination		Days	\$0.00	\$0.00

NET AMT \$0.00

STATEMENT OF WORK

DESCRIPTION OF SUPPLIES AND SERVICES

1. This is a Charter Party contract for three (3) time-chartered tractor-like tugs in Kings Bay, GA and three (3) time-chartered tractor-like tugs in Mayport, FL. Tugs may be moved between ports at Charterer's sole option. Each tug charter is for a firm period with options for three (3) additional one-year periods to support the Government's requirement. Contractor shall provide the tug(s) named below by the stated canceling date. Only the tug(s) named below, or substituted in accordance with the Substitution of Tugs clause, may be used under this contract.

PLACE OF PERFORMANCE:

Geographic Region(s)
Kings Bay, GA Mayport, FL & Surrounding Waters

2. The place of performance shall be in the geographical region of Kings Bay, GA and Mayport, FL and the surrounding navigable waters. Within this geographical region, the Tug(s) may be ordered to any berth, dock, anchorage, wharf, place, open roadstead, submarine line, or alongside any vessel, barge, lighter, submarine, craft, hull, derrick, or object of whatsoever nature that the Government may direct, provided the Tug(s) can lie always afloat except in harbors or waters where it is customary and safe in the port to work around.
3. Tug(s) will be home berthed in the Geographical Regions noted above. The Government may reassign the Tug(s), on a temporary or permanent basis, to meet emergent requirements. Tugs shall remain on site at the base 24 hours a day, 7 days a week.

PERIODS OF PERFORMANCE:

Period	Length (days)	Option Notice	Date of Commencement	Date of Completion
Firm Period (All Mayport tugs + Kings Bay Tug #1)	365		01 October 2006	30 September 2007
Firm Period (KB Tug #2)	238		05 February 2007	30 September 2007
Firm Period (KB Tug #3)	183		01 April 2007	30 September 2007
Option Period One (All tugs)	366	(See FAR 52.217-9)	01 October 2007	30 September 2008
Option Period Two (All tugs)	365	(See FAR 52.217-9)	01 October 2008	30 September 2009
Option Period Three (All tugs)	365	(See FAR 52.217-9)	01 October 2009	30 September 2010

4. **CHARTER PERIOD.** This Charter shall be for the periods designated in the above table, commencing upon the date shown or the Charterer's acceptance of the Tug(s), which ever occurs later, and continuing until either the date of completion or the completion of the voyage then current, at Charterer's sole option. Each tug shall be considered to have separate performance periods. Any optional periods shall be stated in the contract; in addition, the Government shall have the Time Lost options as specified under this contract and an option to extend services as specified in this contract. All optional periods shall be in direct continuation. Options shall be exercised pursuant to FAR 52.217-9, contained in the contract terms and conditions of clause 52.212-4 Addendum.
5. **TIME LOST**

- (a) **Tacking to the End of Charter Period.** Any time lost by the Vessel during the term of this Charter (including during any option period) due to breakdown of machinery, interference by authority, collision, stranding, fire or other accidents or damage to the Vessel; or repairs, inspections, overhaul and alterations, preventing the work of the Vessel, shall be added to the charter period at Charterer's sole option, declarable at least thirty (30) calendar days prior to the termination of the charter period. Hire for such additional declarable period shall be at the same rate as in effect as of the date said declaration was made.
- (b) **Excessive Time Lost.** The Government may by written notice cancel this Charter or Contract at no cost to the Government whenever, in any given 365-day period, for any reason whatsoever, more than thirty days are lost except for time lost as a result of the causes set forth in the "War" clause of this contract. See clause 52.212-4 Addendum. Failure to cancel this Charter after thirty days are lost shall be without prejudice to any other rights of the Charterer, or any later right of the Charterer to cancel this Charter Party.
- (c) **Relationship to Other Remedies.** No remedy conferred by this paragraph upon the Charterer is intended to be exclusive of any other remedy, but every such remedy shall be cumulative and shall be in addition to every other remedy already conferred by this Charter Party now or hereafter existing at Law or in Equity or by statute.
6. **PERFORMANCE PERIOD:** The total performance period under this Charter Party contract shall not exceed five years.

DELIVERY / REDELIVERY:

7. The place and time of initial delivery and redelivery shall be as stated in the following box:

Delivery/Redelivery Port	Earliest Delivery Date	Canceling Date See FAR 52.212-2	Notices of Redelivery Date / Place
Kings Bay, GA (Tug #1)	October 1, 2006	October 1, 2006	7 days/ Kings Bay, GA
Kings Bay, GA (Tug #2)	February 5, 2007	February 5, 2007	7 days/ Kings Bay, GA
Kings Bay, GA (Tug #3)	April 1, 2007	April 1, 2007	7 days/ Kings Bay, GA
Mayport, FL (3 tugs)	October 1, 2006	October 1, 2006	7 days/Mayport, FL

8. **DELIVERY.**
- (a) The Tug(s) and all Associated Equipment shall be delivered in the condition described below to the Charterer at a port or place indicated above not later than 1600 hours local time (place of delivery) on the canceling date stated. The Contractor shall give written notice of readiness during office hours to the appropriate Government representative at the port or place of delivery on a working day (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, shall not be considered working days). Government inspection of the Vessel shall be completed within a reasonable amount of time thereafter, not exceeding twenty-four (24) hours after proper tender of the notice of readiness, (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, excepted in the computation of said twenty-four hour period). Hire shall commence upon acceptance of the Tug(s) by the Charterer but not before the commencing date stated in the solicitation, unless approved in writing in advance by the Contracting Officer. Charterer shall have the liberty to cancel this Charter at no cost to the Government should the Tug(s) or Associated Equipment not be ready in accordance with the provisions hereof by the canceling date. Said cancellation is to be declared not later than twenty-four (24) hours after 1600 hours local time (place of delivery) on the stated canceling date. Nothing in this paragraph shall limit any remedy of the Government otherwise available at Law, in Equity or under this Charter Party contract.

(b) **Condition.** The Vessel and all Associated Equipment shall be seaworthy, properly and efficiently manned and trained, equipped, supplied, and in every way suitable and adequately fitted for and in all respects ready for the service contemplated under this Charter Party. Any Associated Equipment shall upon delivery be as described in this Charter Party and all equipment shall be operable. The Owner shall exercise due diligence to maintain the Vessel and Associated Equipment in such state during the period of the Charter Party.

9. **REDELIVERY.** Unless lost, the Vessel shall be redelivered at a port or place stated in the contract. Charterer shall notify Contractor of the place and date of redelivery no later than the time shown in the statement of work.

AUTHORIZED TUGS:

10. The Tugs used for performance of this Contract shall be only those identified in the following table, or any authorized substitutes provided in accordance with the Substitution of Tugs clause of this Contract:

Name	BHP	Bollard Pull	Name	BHP	Bollard Pull
C-Tractor 2	4000	112,000 lbs.Fw	C-Tractor 5	4000	112,000 lbs.Fw
C-Tractor 3	4000	112,000 lbs.Fw	C-Tractor 12	4000	112,000 lbs.Fw
C-Tractor 4	4000	112,000 lbs.Fw	C-Tractor 13	4000	112,000 lbs.Fw

TUG SPECIFICATIONS AND CHARACTERISTICS:

11. The Tug(s) chartered under this Charter Party contract shall have the minimum characteristics as described in the "Tug Characteristics" chart below. Specifications and characteristics exceeding the minimum, if offered and accepted by the Government, are incorporated by reference upon contract award.

CHARACTERISTIC	MINIMUM	CHARACTERISTIC	MINIMUM
FLAG	USA	CLASSIFICATION	Classed by IACS member
PROPULSION TYPE	Tractor or Tractor like.	SHAFT HORSEPOWER	4,000 HP
		BOLLARD PULL	100,000 lbs. Forward and Stern pull and 70,000 lbs. Side pull
ENDURANCE	7 days. Minimum operating range of 100 NM	PASSENGER CAPACITY:	16
TRANSIT SPEED	12 knots at 80% rated horsepower	DRAFT:	18 feet - Maximum
SEWAGE CAPACITY	24 hrs.	LENGTH OVER ALL:	N/A
SURFACE CONFIGURATION	Configured to prevent metal-to-hull contact with surface vessels/objects under all conditions of pitch and roll.	SUBSURFACE CONFIGURATION	Configured to prevent metal-to-hull contact with sub-surface vessels under all conditions of pitch and roll.

<p>SURFACE FENDERING</p>	<p>Non-marking fendering, clean and sufficient to prevent metal-to-hull contact with surface vessels under all conditions of pitch and roll to include wing fendering for pilot embark and debark.</p>	<p>SUBSURFACE FENDERING</p>	<p>Non-marking fendering, clean and sufficient to prevent metal-to-hull contact with sub-surface vessels under all conditions of pitch and roll. Fendering should be firmly secured to vessel along entire length. Fendering shall include propeller /Manatee guards.</p>
<p>BROW: One brow to allow for the safe transfer of two passengers at a time. The brow shall be a minimum two feet in width for the entire length to assure safe passage of personnel from the tug to the deck of all classes of submarines. The end of the brow shall be fitted with rubber-coated rollers to prevent metal-to-metal contact between brow and submarine deck; each side shall have handrails and mid-rails. The brow should be capable of being positioned in any direction in a 90-degree arc from abeam to straight astern.</p>		<p>BOOM: Tugs shall be equipped with boom(s) located so that material can be transferred and brow placed while underway. Boom shall be sized to permit reaching the main deck of the vessels identified in Attachment 3, excluding aircraft carriers. Boom shall have the following capacity/capabilities: 8000 lbs. at 5' radius and 1,000 lbs. at 30'radius. Booms shall also be used to right capsized or damaged Williamson Sleds.</p>	
<p>NAVIGATION EQUIPMENT</p>	<p>Minimum required by the U.S.C.G for inland and international waters and radar, fathometer and SATNAV/GPS.</p>	<p>FIREFIGHTING:</p>	<p>Each tug shall have a system capable of providing 3,000 gpm at the fire pump and sufficient fire monitors to provide 360-degree coverage at 1,000 gpm, 125 psi. and two fire stations (one port and one starboard).</p>
<p>LINES</p>	<p>Sufficient for services performed under this contract</p>		
<p>CAPSTANS/ WINCHES</p>	<p>Sufficient fore and aft capstans / winches to perform services under this contract and capable of handling 8 in. lines. Each shall have a minimum safe working load of 7,500 lbs. (fwd) and 9,000 lbs. (aft) and shall have 40 ft. per minute payout/in-haul speed.</p>	<p>COMMUNICATION EQUIPMENT</p>	<p>Minimum required by the U.S.C.G. and FCC for inland and international waters. Additionally, all tugs must have a transceiver capable of working 2-30 MHz at 100-watt output, a loud hailer and one set of VHF radios.</p>

SUBSTITUTION OF TUGS:

12. Substitution of tugs is authorized, but only for good cause shown and upon proper notice to the Government and approval of the Contracting Officer. Notice of intent to substitute by the Contractor shall identify the tug being substituted and the tug for which substitution is being made and shall provide the Contracting Officer with sufficient information on which to base a determination regarding the good cause for substitution and the acceptability of the nominated substitute vessel. Notice shall be submitted in writing and shall be submitted sufficiently in advance to permit the Contracting Officer to make a reasoned determination regarding good cause and substitute tug suitability. If circumstances require oral notification, said notice shall provide all of the above required information and shall include a statement of circumstances that preclude a written notice prior to

substitution. Confirmation of the information given in an oral notice shall be submitted to the Contracting Officer in writing within forty-eight (48) hours of the giving of oral notification.

13. The contractor shall fix and deploy a substitute Tug within a period of six (6) hours of submission of notice of substitution or within six (6) hours of the commencement of any off-hire. (See clause 52.212-4 addendum, "Off-hire" paragraph, whichever occurs first.
14. Any tug offered as a substitute shall have substantially the same characteristics, i.e., shall be similarly fitted and otherwise equal or superior in performance, as the tug for which substituted and shall be fully ready to perform in accordance with this Charter Party upon arrival at the Tow or other work site designated by Charterer. Any tug substituted under this Clause shall result in no cost increase for Charterer and substitution shall result in no operation delay for Charterer except as provided above. It shall not otherwise excuse any other performance required under this Charter party.
15. Notwithstanding Charterer's prior acceptance of any substitute tug under this paragraph, Charterer may at any time reject any previously accepted substitute vessel if it is determined that the characteristics of that substitute tug were misrepresented by the Contractor or are otherwise unsuited to the requirements of this contract.

TUG COMPLEMENT AND CREW:

16. The Master(s), Officers and entire crew shall speak English fluently and possess valid and current certificates, licenses, and documents. The Master, Officers and crew of the Tug(s) shall be appointed or hired by the Contractor and shall be deemed to be the servants and agents of the Contractor at all times except as otherwise expressly specified in this contract. The Master(s) of the Tug(s) shall be under the direction of the Government as regards the employment of the Tug(s) under a given order, but shall not be under Government's orders as regards navigation, care, and custody of the Tug(s).
17. Physical security equipment required to meet port security plans shall be Contractor-furnished.
18. All contractor employees shall wear a contractor-furnished uniform with Contractor and individual identification clearly and permanently marked. Individual employee names shall be visible on front of outer clothing. Contractor name shall be visible on the upper back of uniforms.
19. All contractor employees shall have in their possession photo identification at all times when working under this Charter Party Contract.
20. If the Charterer shall have reason to be dissatisfied with the conduct or performance of the Master, Officers, or crew, the Contractor shall, on receiving particulars of the complaint, investigate the matter and, if necessary to alleviate the cause of the complaint, make a change in personnel.
21. **SECURITY CLEARANCES.** The Contractor shall obtain and maintain confidential security clearances for the Tug(s) Master(s), Officers(s) and Crew(s) throughout their service under this contract. All work will be performed in a Level One restricted area.

TYPICAL SERVICES:

22. The following list is provided for illustrative purposes only and describes some of the services that may be performed as requested on the basis of a 24 hour per day, 365 day per year readiness, including but not limited to:
 - (a) Towing, twisting, mooring, berthing, docking, streaming, shifting, assisting, pulling, and escorting those vessel types identified in Attachments to this Contract and miscellaneous other vessels, barges, submarines,

crafts, hulls, sleds, derricks, lighters, and objects of whatsoever nature including anything carried thereon. Government reserves the right to use Government-owned or controlled Tugs or vessels separately or jointly with Owner's Tugs in the performance of any services listed in this Contract;

- (b) Transfers of pilots and Government Personnel by vessel;
 - (c) Tug emergency support services, including responses to weather conditions threatening vessels, piers, dry-docks, or shore facilities; shipboard fires; vessels aground; vessel equipment failures; downed aircraft; oil spills; missions of mercy; collisions; ammunition mishaps; and search-and-rescue operations and shipboard casualty or National Defense Emergency;
 - (d) Line handling; and
 - (e) Providing personnel (other than a riding crew) to go aboard a tow, and,
23. Contractor shall provide adequate staff and communications to promptly respond to Government's requests for services under this contract on a 24-hour per day basis.

OTHER SERVICES, RESPONSIBILITIES, PLANS AND REPORTS
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24. **DRY-DOCKING.**

- (a) Contractor, at its expense, shall dry-dock, clean and maintain the Vessel's bottom and propeller, and properly make all overhaul and other necessary repairs to maintain the Vessel in class, maintain the Vessel in compliance with this contract and its warranties above, and otherwise to keep the Vessel tight, staunch, and strong, and in thoroughly efficient order and condition. All towage, pilotage, fuel, gas-freeing if required, water, and other expenses incurred during dry-dock, and while proceeding to and from dry-dock shall be for Owner's account.
- (b) All dry-dockings under this clause shall be scheduled with the Charterer and shall be subject to the off-hire clause.

25. **EMERGENCY SITUATIONS AND TRAINING.** This paragraph shall be incorporated into this contract ONLY if the following is checked .

- (a) **General.** In the event that the Owner is unwilling or unable to perform those duties as directed, or to timely respond to emergency situations, and upon determination by the Atlantic Fleet Commander (COMFLTFORCOM) or his designated representative that the emergency so requires, the Owner agrees to relinquish custody and control of the tug(s) to the Government in order to allow the Government to respond to the emergency situation using the Owner's tug(s)/equipment augmented in whole or in part by a Government crew. Such determination shall be provided to the Tug Master or designated representative by the Contracting Officer or the Contracting Officer's Representative (COR). The period of Government operation and control shall not exceed that time required to respond to the emergency and properly return the tug(s) to Owner's control.
- (b) **Mitigation.** Owner's release of the tug(s) for emergency operation by the Government shall serve to mitigate Owner's liability, if any, under the Termination for Cause clause of this contract. See FAR 52.212-4. The value of the release of tug(s) to the Government shall be offset against the Contractor's liability under the Termination for Cause Clause. During a period of partial or complete augmentation of crew by the Government, as a result of default, the Owner shall not be entitled to charter hire.

- (c) **Owner Responsibility.** The Owner shall cooperate and provide assistance in reactivation of the tug(s) from cold iron and provide any other assistance directed by the authorized Government representative(s).
- (d) **Government Responsibility.** The Government shall be responsible for loss or damage to the tug(s) during periods of complete crew augmentation by the Government. During periods of partial crew augmentation, the Government shall be liable for damages resulting from Government action in accordance with the Federal Tort Claims Act.
- (e) **Condition of Default.** Any failure, untimely response, or refusal to perform any of the services outlined in this contract may be considered a condition of default under this charter, unless otherwise excepted.
- (f) **Training.** The Owner shall provide the use of the Tug(s) and master(s) and crew(s) to train Government personnel in the operation of the Tug(s) as directed by the Contracting Officer or COR in writing; said writing provided at least 24 hours in advance of the training. The training shall not be "crew augmentation" for purposes of subsection (f)(1) of this section. The Owner shall not be relieved of responsibilities under the section titled "CHARTER NOT A DEMISE" of this charter during training. See clause 52.212-4 Addendum, B (5).
 - (1) Such training shall include, but not be limited to, the full operation of the tug(s) (e.g., reactivating from cold iron; underway operation; and towage of vessels/submarines). Training shall include hands-on exercises and shall be conducted to ensure that Government personnel are able to properly, effectively and safely augment or replace the Owner's crew. Training shall be of sufficient quality to allow for partial or complete augmentation of the contractor's crew.
 - (2) Training shall take place during normal operating hours.

26. **SHIP PHYSICAL SECURITY.** The Owner will comply with and implement the Navy Force Protection and Security requirements for the port in which it is docked or berthed. All costs shall be included in the basic hire, except for COR or Contracting Officer directed material purchases over \$100 in total value, which shall be subject to the PASS THROUGH REIMBURSABLES Section of the Contract. See below paragraphs 44-46.

27. **STRIKE CONTINGENCY PLAN.**

- (a) The Contractor shall provide and maintain a strike contingency plan that describes how services will be provided if there is a labor strike or any other deficiency of Master or crewmembers. The plan must be practicable and must clearly state the means and method for vessel manning during a strike or labor action and for providing services in the face of disruptive measures typical of a strike situation. Award of the contract shall indicate the Contracting Officer's approval of the plan, whose approval shall not be unreasonably withheld.
- (b) The Contractor shall update the plan as necessary but no less frequently than yearly and not later than 30 days before the last day for the exercise of each option to extend contract term. Exercise of an option to extend the term of the contract shall indicate the Contracting Officer's approval of the updated plan, whose approval shall not be unreasonably withheld.

28. **VESSEL CASUALTY PLAN.**

- (c) The Contractor shall provide and maintain a vessel casualty plan that describes how services will be continued if there is a casualty to the tug or to a system that makes the tug inoperable or incapable of safely providing a required service. The plan must be practicable and must clearly state the means and method for timely acquisition and deployment of a substitute tug in the event of a vessel casualty. Award of the contract shall indicate the Contracting Officer's approval of the plan, whose approval shall not be unreasonably withheld.

(d) The Contractor shall update the plan as necessary but no less frequently than yearly and not later than 30 days before the last day for the exercise of each option to extend contract term. Exercise of an option to extend the term of the contract shall indicate the Contracting Officer’s approval of the updated plan, whose approval shall not be unreasonably withheld.

- 29. **EMERGENCY SITUATION TRAINING PLAN.** No more than 30 days after award, the contractor shall submit a proposed training plan to meet the requirements of the Emergency Situation and Training clause, if incorporated. A final plan shall be submitted no later than 30 days after receipt of the Government comments on the proposed plan.
- 30. **FUEL REPORTS.** Monthly, no later than the fifth working day of each month, submit a written report to the Contracting Officer that states the amount of fuel consumed by each tug during the preceding month. In addition, if fuel was purchased from a commercial source as a reimbursable item under this Charter Party contract, with respect to each tug, separately state the total amount and the price-per-gallon paid for each time fuel was purchased.
- 31. **INCIDENT REPORTS.** In all instances in which any vessel being handled by Owner’s Tug(s) sustains damage or is involved in any incident resulting in damage to vessels or property, or in bodily injury or death, Owner shall secure a report from the Tug Master or Officer acting as pilot, and from any licensed pilot aboard the vessel being handled. Owner shall submit said report to the Contracting Officer within twenty-four hours following said incident, reporting the facts, listing deaths, reporting the extent of damages to property and any bodily injuries, and listing recommendations to prevent recurrence.

AVAILABILITY / NOTIFICATION / REQUESTS FOR SERVICES

- 32. **AVAILABILITY.** The tugs will be available 24 hrs/day, seven days/week and 365 days per year. Tugs shall be fully crewed and ready for service within 15 minutes notice during straight time. In each port, during overtime hours, one (1) tug shall be fully crewed and ready for immediate service in 15 minutes. Two (2) tugs (or all other tugs assigned to the port) shall be fully crewed and ready for service upon one-hour notice.
- 33. **NOTIFICATION.** When tug service is requested, service shall be provided within the time specified in the “Required Response” boxes, below:

Time	Required Reponse
Straight Time: a 12-hour period between 0600 – 1800 hours (Mon. – Fri. except weekends and Federal Holidays).	All tugs - 15 minutes
Overtime: All hours not covered in straight time, and all weekends and Federal Holidays.	1 tug (each port) - 15 minutes 2 tugs (each port) - 1 hour

REQUESTS FOR SERVICE

- 34. Requests for services within the scope of this Charter Party contract may be issued by:
 - a) Contracting Officer; or

- b) Port Operations Officer, or his /her designee; or
- c) Contracting Officer’s Representative (COR).

RATE STRUCTURE:

35. This Charter Party contract has a daily hire rate structure with reimbursable differential as follows:

(a) **DAILY HIRE RATE STRUCTURE**

- i) **Daily Hire:** Except as otherwise provided herein, the daily hire rate shall be considered payment in full for all services of the Tug and Associated Equipment and all other requirements under this Charter Party contract, including, but not limited to penalty time, bonuses, payments, and emoluments payable to Master, Officers and crew for services under this Charter, irrespective of the geographic scope of said service and the nominal carriage of ammunition and hazardous cargoes. Unless a separate overtime rate is offered, the Daily Hire rate shall also be considered payment in full for all overtime, including but not limited to crew overtime or penalty time required for the making up or breaking of tows. This Rate does not include port charges or the price that the Contractor pays for fuel.

36. The rates to be paid under this Charter Party contract, as offered and accepted at the time of award, are as follows:

KINGS BAY DAILY RATES

Tug #1	Firm Period	Option Period One	Option Period Two	Option Period Three
Daily Hire Rate	\$2,692	\$2,692	\$2,692	\$2,692
Overtime Rate	(b)	(b)	(b)	(b)
	) (4	) (4	) (4	) (4
Tug #2	Firm Period	Option Period One	Option Period Two	Option Period Three
Daily Hire Rate	\$2,692	\$2,692	\$2,692	\$2,692
Overtime Rate	(b)	(b)	(b)	(b)
	) (4	) (4	) (4	) (4
Tug #3	Firm Period	Option Period One	Option Period Two	Option Period Three
Daily Hire Rate	\$2,692	\$2,692	\$2,692	\$2,692
Overtime Rate	(b)	(b)	(b)	(b)
	) (4	) (4	) (4	) (4

MAYPORT DAILY RATES

Tug #1	Firm Period	Option Period One	Option Period Two	Option Period Three
Daily Hire Rate	\$2,692	\$2,692	\$2,692	\$2,692
Overtime Rate	(b)	(b)	(b)	(b)
	) (4	) (4	) (4	) (4
Tug #2	Firm Period	Option Period One	Option Period Two	Option Period Three
Daily Hire Rate	\$2,692	\$2,692	\$2,692	\$2,692
Overtime Rate	(b)	(b)	(b)	(b)
	) (4	) (4	) (4	) (4
Tug #3	Firm Period	Option Period One	Option Period Two	Option Period Three
Daily Hire Rate	\$2,692	\$2,692	\$2,692	\$2,692
Overtime Rate	(b)	(b)	(b)	(b)
	) (4	) (4	) (4	) (4

OFF HIRE

37. **GENERAL.** In the event of the loss of time resulting from deficiency and/or default of men including but not limited to misconduct, illness, injury, strikes, labor disruptions, lockouts; deficiency of stores; fire; breakdown of or damage to hull, machinery, or equipment; collision; stranding; grounding; detention by authorities; average accidents to Vessel or cargo unless resulting from inherent vice, quality, or defect of the cargo; repairs; inspections; all dry-dockings including those for the purpose of examination/inspection or painting bottom but not for those dry-dockings under the Alterations clause contained herein; or deviation for the purpose of landing any ill or injured person on board other than any passenger, supercargo, or military personnel who may be carried at Charterer's request; or by any other cause whatsoever preventing the full working of the Vessel, the payment of hire shall cease for all time lost until the Vessel is again, at a position not less favorable to the Charterer than that at which such loss of time commenced, ready and in a fully efficient state to resume her service. Should the Vessel deviate or put back during a voyage contrary to the orders or directions of the Charterer for any reason, the hire is to be suspended from the time of her deviating or putting back until she is again, at a position not less favorable to the Charterer than that at which such loss of time commenced, ready and in a fully efficient state to resume her service. When the period of time lost to the Charterer on any one occasion is less than two (2) consecutive hours, the hire shall not be reduced for such period, provided no missions were missed during that period of time.
38. **COSTS FOR OWNER.** The cost of fuel consumed while the Vessel is off-hire, as well as all port charges, pilotages, and other expenses incurred during such period and consequent upon the putting in to any port or place other than that to which the Vessel is bound, shall be borne by the Owner. All fuel used by the Vessel being driven into port or to shallow harbors or to rivers or ports with bars, the delay of the Vessel and/or expenses resulting there from shall be for Charterer's account.
39. **DELAYS/EXCESSIVE FUEL CONSUMPTION.** If upon any passage the Vessel fails to make the warranted speed or if her warranted fuel consumption exceeds that offered due to defect in or breakdown of any part of her hull, machinery, or equipment; casualty; or inefficiency of Master, Officers, or crew or their failure to proceed with utmost dispatch, and if the Vessel is delayed more than two (2) hours, provided no missions were missed

during that period of time, the hire for the time lost and any cost of extra fuel consumed, if any, shall be borne by the Owner.

LOSS OF VESSEL

40. **LOSS OF VESSEL.** Should a Tug be either lost or missing, or become a constructive total loss, the portion of the charter for such Tug shall terminate and hire shall cease to be payable at the time of the loss or, if said time is unknown, at the time of the Tug's last received communication. If the Tug should be off hire or missing when a payment of hire would otherwise be due, such payment shall be postponed until the off-hire period ceases or the safety of the Tug is ascertained, as the case may be.

REIMBURSABLE ITEMS:

[Specifically stated portions of the following requirements shall be paid as reimbursable items]

41. **PASSENGERS, SUPERCARGO AND GOVERNMENT REPRESENTATIVES:**

- (a) **Charterer's Option.** The Charterer shall have the option of carrying passengers, assigning officers and/or enlisted personnel aboard the Vessel for duty purposes and appointing supercargo (supercargo as used herein is both plural and singular) as far as accommodations and inspection certification allow and in accordance with COMSC Instruction 3120.19 as amended. If supercargo remains onboard for over 24 hours, Charterer shall, in accordance with the Pass Through Reimbursables clause of this Statement of Work (See below, paragraphs 44-46.), pay an amount of \$30.00 per day, per person, covering all expenses including accommodations and victualling. Owner shall victual all other U.S. Government representatives, pilots, and Customs Officers when authorized by Charterer. Charterer shall pay \$7.00 per meal for all such authorized and approved victualling provided as a result thereof.
- (b) **Military Personnel.** In addition to the carriage of personnel noted in subparagraph above, Charterer shall have the option to assign other military personnel aboard the Vessel. Such personnel are not to require victualling or berthing facilities from the Vessel unless requested by the military commander aboard, in which case the Owner will, in accordance with the Pass Through Reimbursables clause of this SOW, be reimbursed out-of-pocket expenses not to exceed the amount per person per day set forth in the subparagraph above. Charterer will supply life floats and jackets for the use of such military personnel carried aboard the Vessel during the Charter period. Such items are to be removed by Charterer at termination of Charter.
- (c) **Charterer's Liability.** The Charterer shall be liable to the Owner for any loss of the Vessel's fittings or appurtenances or any damage to the Vessel, her fittings, or appurtenances caused by the act of passengers, supercargoes, evacuees, or military personnel in the embarkation, carriage, or debarkation of passengers, supercargoes, evacuees, or military personnel to the extent such loss or damage is not payable under the Vessel's insurance policies. However, the Charterer shall not be liable for such damage unless written notice specifying such damage and, if obtainable, the name of the party or parties causing such damage shall have been given to the Charterer or its authorized representative within a reasonable time. Payment for any such loss or damage shall be by agreement of the parties and failure to agree shall be resolved under the FAR clause 52.212-4 (d) Disputes.

42. **FUEL.**

- (a) **Delivery Bunkers.** Upon delivery of the Tug, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount and grade of fuel on board at the time of delivery with such additional verification as the Contracting Officer may require. The Charterer shall pay for the on-hire bunker survey if performed by an independent surveyor and required by the Contracting Officer.

- (a) **Provision of Fuel.** The Charterer shall ordinarily supply or cause to be supplied any or all of the DFM (F76) grade fuels required by the Vessel during the period of this Charter. For charters six months or more, the Government shall be responsible for any fuel testing. For charters less than six months, the Owner shall be responsible for any fuel testing. Testing laboratory confirmation of compatibility and specifications of newly on-board delivered fuel shall constitute acceptance by Owner. The Vessel shall not be off-hire in the event of delay resulting from the supply of fuel found to be off specification, unless for want of due diligence by Owner. If the Owner loads such fuel on the Vessel at his own expense, the Charterer shall reimburse the Owner the reasonable expenses of such loading.
- (b) **Owner's Purchase of Fuel.** The Owner shall, if directed by the Charterer, purchase fuel for the Vessel, in which case the Charterer shall, in accordance with the Pass Through Reimbursables clause of this SOW, reimburse the Owner the price paid for all fuel (excluding lube oils) procured by the Owner and loaded in the Vessel during the period of this Charter. Such direction of the Charterer shall be limited to individual fuel purchases and the total amount reimbursable by the Charterer for purchase of fuel and any reasonable expenses paid for loading the fuel aboard the Tug(s) shall not exceed the funding obligated and available under the fuel CLIN or subCLIN at the time the fuel is purchased. Reimbursement shall be paid only upon presentation of properly certified vouchers, supporting receipts, and other documentation, which justify the charges as fair and reasonable. The Owner shall in no event be reimbursed any amount in excess of the current market price of such fuel and reasonable expenses. The title to all fuel of which the Owner is entitled to be reimbursed hereunder shall automatically pass to and vest in the Charterer upon delivery to the Owner or upon the happening of any other event by which title passes from the vendor or supplier thereof to the Owner. The Charterer shall be afforded all benefits of Owner's contracts for its fuel requirements, including but not limited to any savings addressed in contract section titled Savings.
- (c) **Off-Hire – Fuel.** If the Tug should go off-hire during the period of this Charter, the Owner shall present to the Contracting Officer a statement certified by it or its authorized agent showing the amount of fuel on board at the time the off-hire period commenced and the amount of fuel on board when the off-hire period ended. The Charterer shall be credited for the cost of the fuel consumed during the off-hire period and also reasonable expenses incurred in loading such fuel, with such costs based upon costs at the previous refueling point.
- (d) **Redelivery.** Upon redelivery of the Tug, the Charterer shall ensure that the amount of fuel on board the vessel is equal to the amount on board at delivery. The Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount of fuel on board at the time of redelivery. A bunker survey conducted by an independent bunker surveyor approved by the Charterer shall be performed at the port of redelivery or such other place, as the Charterer shall direct, at Owner's time and expense.
- (e) **Reasonable Expenses.** The term "reasonable expenses" as used in this paragraph, shall mean all reasonable direct expenses paid, excluding crew overtime, which are necessarily incurred in loading said fuel on board the Tug such as: expenses incurred at tanker terminal; loading fuel from lighters, barges, or other craft used as lighters, including lighterage, lighter demurrage, or detention incurred; shifting lighters for the convenience of the Tug; handling lighter lines; and such similar expenses which the Charterer shall find were necessary to pay for the loading of fuel on the Tug(s) during the period of this Charter.
43. **INSURANCE.**
- (f) **General.** During the full period of this Charter Party, Owner shall maintain a Certificate of Insurance, which shall be furnished upon delivery of the first vessel, evidencing the insurance coverage listed below. The expense for such insurance coverage shall be for the Owner's account and shall be deemed to be included in the rates payable under this Contract.

- (b) **Broad Form Tower's Liability Insurance** (including damage to the Tow) on each tug performing under this Contract in the amount of generally accepted industry standards, with trading limits adequate for the services contemplated herein;
- (c) **Tower's Protection and Indemnity Liability Insurance** on each Vessel performing under this Contract in the amount of generally accepted industry standards, with trading limits adequate for the services contemplated herein;
- (d) **Hull and Machinery Insurance** on the Vessel(s) performing under this Contract, with trading limits adequate for the services contemplated herein.
- (e) **Government Personnel Insurance Training.** Insurance shall cover hands-on operation of the vessel equipment by Government personnel while training to operate the vessel under the Emergency Situations and Training clause.
- (f) **Limitation of Liability.** Except as otherwise specifically provided herein, the Charterer shall not be liable for any loss, damage, expense, cost, deductibles or liability whatsoever and howsoever incurred by the Owner or Vessel, or which are imposed upon Owner or Vessel by operation of law. Any amount due to the Owner under this section shall be subject to setoff by Charterer to the extent of any amount recovered under insurance carried by Owner, or to the extent of any amount recoverable under insurance required by subparagraph (a) above.
- (g) **Notification of Charterer.** Owner shall, to the maximum extent practicable, keep the Charterer, through the Contracting Officer, currently informed in writing as to the potential vitiation, suspension, lapse, or termination of any of Vessel's insurance policies as a consequence of this Charter Party.
- (h) **Charterer Named Assured.** The United States of America shall be named as an additional assured with waiver of subrogation under the Owner's Broad Form Tower's Liability Insurance policy, the Owner's Tower's Protection and Indemnity Liability Insurance (P&I) policy, and the Hull and Machinery Insurance policy (and the Increased Value policy if applicable).

PASS THROUGH REIMBURSABLES:

- 44. The Government will reimburse the Contractor only for those goods and services that are expressly identified as reimbursable items by this contract. Reimbursement shall be limited to the actual price paid by the Contractor for such goods and services, plus tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the goods and services provided. The parties expressly agree that the offered and accepted daily rate includes all other costs incurred or paid by the Contractor, including but not limited to profit, overhead, G&A, etc., that are in any way associated with the Contractor's provision of such goods and services. The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the goods or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the goods and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable goods and services was fair and reasonable.
- 45. In order for the Contractor to receive reimbursement for services and supplies obtained in support of the contract, the Contractor MUST obtain and submit to the Government at least three quotes to ensure that adequate price competition was sought, or the Contractor must provide an acceptable justification as to why it was impracticable to do so and demonstrate to the reasonable satisfaction of the Contracting Officer that the price paid by the Contractor was fair and reasonable.

46. When the Contractor is directed to purchase reimbursables, the Contractor may cease performance of the reimbursable task when the total of its reimbursable purchases reaches the funding then available under the "Reimbursables" CLIN or subCLIN designated for the particular purpose. The Contractor shall notify the Contracting Officer and the COR as soon as the Contractor becomes aware that reimbursable funding is not sufficient to complete a reimbursable task. Under no condition shall the Government be liable for reimbursing the Contractor beyond the funding available on the designated Reimbursables CLIN or subCLIN.

OPTION FOR ADDITIONAL TUG(S):

47. Charterer has the option (if the following blanks are filled in) for up to __N/A__ (___) additional tugs with specifications and characteristics set forth in "TUG CHARACTERISTICS" box of this Statement of Work (SOW). This option may be exercised with 30 days advanced written notice any time during the contract period.

GOVERNMENT PROVIDED SERVICES / FACILITIES

48. The Government shall provide the following to the contractor during period(s) of service:

- (i) Mayport
 - i) Dockage and hotel services (electricity, water and sewage);
 - ii) Parking space for ten contractor-designated vehicles;
 - iii) Nominal desk and work space (200 sq. feet), if required; and
 - iv) Required Navy publications for the port.

- (j) Kings Bay
 - i) Dockage and hotel services (electricity, water and sewage);
 - ii) Parking space for twelve contractor-designated vehicles;
 - iii) Submarine indoctrination briefing for crew; and
 - iv) Formal training for non-occupational radiation workers.

POINTS OF CONTACT:

49. **CONTRACTING QUESTIONS:**

- (e) Contracting Officer, Cathlene Jo Stangler, COMSC N1021 (202) 685-5952
- (c) Contracting Specialist, Mr. James Carney, COMSC N1021 (202) 685-0514
- (d) Contracting Officer's Representative, TBD

50. **OPERATIONAL QUESTIONS:**

- (a) TBD

CLAUSES INCORPORATED BY FULL TEXT

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 this/these address(es):

<http://www.arnet.gov/far/>

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

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2003) (TAILORED PARAGRAPHS)

1. In accordance with FAR 12.302 (a) and (d), the specified paragraphs (identified by title) are tailored for this Contract. The tailored paragraphs, below, replace the corresponding paragraphs in FAR 52.212-4.
 - (a) **INSPECTION/ACCEPTANCE (Tailored).**
 - (1) The Tug(s) and Associated Equipment shall, at the Charterer's discretion, be subject to the Charterer's inspection as to suitability of the required service prior to delivery (hereinafter, "delivery inspection") and at any subsequent time during the term of this Contract to determine continued suitability for the required service, including but not limited to a determination as to whether the material condition of the Tug(s) and/or Associated Equipment might prevent or impair effective operation during the basic and any exercised optional periods of this Contract.
 - (2) Should actual performance or readiness condition of the Tug(s) or Associated Equipment fail to fully comply with one or more warranty, expressed or implied, or fail to fully comply with any other Contract specification or requirement not due to the fault of the Charterer, the hire may be equitably decreased or the Tug(s) may be placed off-hire at Charterer's sole discretion.
 - (3) This Contract may be terminated in whole or in part at no cost to the Charterer upon Contractor's failure to correct any discrepancy in the condition of the Tug(s) or Associated Equipment, which discrepancy prevents or materially impairs the performance of any required service, within a reasonable time after receipt of notice of such discrepancy.
 - (4) The remedies provided by this paragraph shall not limit any other remedy available at Law or in Equity, or otherwise provided under this Contract.
 - (b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

- (c) **CHANGES (Tailored).** The Contracting Officer may order changes within the general scope of any of the terms and conditions of this Contract. If any such change causes an increase or decrease in the cost of performance, such change will be the subject of a bilateral modification to the Contract. Failure to agree as to the increase or decrease in the cost of performance shall be resolved under the "Disputes" paragraph of this Contract.
- (d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **DEFINITIONS (Tailored).** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. Additional definitions are provided at paragraph (2)(t), below
- (f) **EXCUSABLE DELAYS (Tailored).**
- (1) Neither the Contractor nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be liable to the other for any delay, loss, damage or failure in performing hereunder arising out of or resulting from an occurrence such as, acts of God; acts of the public enemy, pirates, or assailing thieves; arrest or restraint of princes, rulers, or peoples; seizure under legal process provided bond is promptly furnished to release the Tug; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; storm; lightning; epidemic; or explosion.
 - (2) The Tug shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life or property, or to go into dry dock or into ways with or without cargo, passengers or other personnel, as applicable, onboard.
 - (3) *Notification.* The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
 - (4) *Reservation.* The exceptions identified in subparagraph (a) above shall not be such as to affect the Contractor's warranties respecting the condition of the Tug nor the Contractor's obligations respecting the services specified.
- (g) **INVOICE.**
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) **PAYMENT.**
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) **RISK OF LOSS. (Tailored).** Any and all costs associated with the following shall be for the sole account of the Contractor without recourse to the Charterer provided that, during preparations for or performance of services under this Charter Party contract, any of the following results from any negligence, wrongful act, or omission of Contractor or its agents, servants, employees, or subcontractors; or from any unseaworthiness, unfitness, or breakdown of the Tug or any gear or other equipment furnished by Contractor:
- (1) Injury or death of Master or crew of the Tug, or of Captain, Officers, or crew of the Tow;
 - (2) Injury or death of any other person aboard the Tug or Tow;
 - (3) Loss or damage of whatsoever nature sustained by the Tug or Tow, or any property aboard the Tug or Tow;
 - (4) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tug or Tow, or by any obstruction created by the presence of the Tug or Tow;
 - (5) Any liability in respect to wreck removal for the Tug or Tow, or in respect to the expense of moving or lightening or buoying the Tug or Tow, or in respect to preventing or abating pollution originating from the Tug.
- (k) **TAXES.** The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of

termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) **WARRANTY (Tailored).**
- (1) Contractor warrants that the Tug(s) shall be in full conformity with the requirements of this Charter Party Contract from the time of delivery and thereafter. Should any specification of the Tug(s) offered and accepted by award of the Contract be in excess of a specification stated in the solicitation or elsewhere in this Contract, the offered and accepted specification shall prevail over the required specification and the Contractor warrants full conformity with the specification as offered and accepted.
 - (2) The Contractor warrants that the Tug(s) and all Associated Equipment shall be in full compliance with all applicable International Conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or place(s) it is contemplated that the Tug(s) will be ordered hereunder. The Tug(s) shall additionally operate in compliance with the International Maritime Dangerous Goods Code.
 - (3) The Owner further warrants that the Vessel shall have onboard all certificates, records, or other documents required by the aforesaid conventions, laws, regulations, and requirements, including a Certificate of Financial Responsibility meeting the requirements of the U.S. Coast Guard and promulgated pursuant to the U.S. Federal Water Pollution Control Act, as amended, and/or the Oil Pollution Act of 1990.
 - (4) *Complement.* The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Masters, Officers, and crew with adequate training and experience to safely and effectively operate the Tug(s) and all Associated Equipment.
- (p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE (Tailored).** Any inconsistencies in this solicitation or Contract shall be resolved by giving precedence in the following order: (1) The Schedule of Supplies/Services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) FAR 52.212-5; (4) Addenda to this solicitation or Contract, including any license agreements for computer software; (5) Solicitation provisions if this is a solicitation; (6) Other paragraphs of this clause; (7) The Standard Form 1449; (8) Other documents, exhibits, and attachments; and (9) The specification.

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).**

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate, and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (2)(i) of this clause, or fails to perform the agreement at paragraph (2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

2. **In accordance with FAR 12.301(e) and FAR 12.302, the following paragraphs, stating additional terms and conditions consistent with customary commercial practice and necessary for performance of the contract, are added to FAR 52.212-4.**

(a) **ALTERATIONS (MSC 5252.245-9801 (VARIATION)).**

- (1) The Charterer shall be at liberty to make any additional alterations it may require beyond what is on board at the commencement of the Charter and to install any equipment or defensive armament (including demagnetization by installed equipment or other process, e.g., degaussing, wiping, or deperming), to install any additional gear or equipment for loading, carrying or discharging cargoes, and to repaint the Vessel. Such work shall be done at the Charterer's expense and on its time and shall not be such as to be in contravention of any applicable law of the United States or regulation made pursuant thereto.

- (2) Such equipment, armament, materials, and gear so fitted are to be considered "Government Property" under the terms of FAR clause 52.245-2 incorporated by reference. The Charterer shall, during the period of the Charter, remove the same together with any alterations and additions thereto at its expense and time and shall restore the Vessel to her condition and color prior to such changes, ordinary wear and tear excepted. The Government shall have the right to abandon in place any alteration or Government furnished property, unless the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal.
- (b) **BROKER.** The broker of this Charter, if any, shall be the party identified in the offer. Brokers must obtain a power of attorney executed by the vessel owners prior to submitting offers under their own signatures, signing representations and certifications or executing finalized contracts and must submit same to Government with the finalized contract. Any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this Charter shall be for the Owner's account.
- (c) **NO COST CANCELLATION OF CONTRACT.** The Government shall have the right to cancel the contract at no cost upon 30-days written notice by the Contracting Officer in any option period.
- (d) **CHARTER NOT A DEMISE (MSC 5252.247-9823 (DEC 1988)).** Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer, the Owner under this Charter retaining complete and exclusive possession and control of the Vessel and her navigation.
- (e) **INVOICE ADDRESS:** The Contractor shall submit an original invoice and one copy (or electronic invoice, if authorized) to the following address: Military Sealift Command, Payment Certification Code N86, 914 Charles Morris Court SE, Washington Navy Yard, DC 20398-5540.
- (f) **LAWS GOVERNING:** The laws of the United States shall govern this contract.
- (g) **LIMITATIONS (MSC 5252.247-9832 (JAN 1998)).** The Owner shall have the benefit of all limitations of and exemptions from liability accorded to the Owner or Chartered Owner of the Vessel by any statute or rule of law for the time being in force except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or such statute or rule of law limiting the Contractor's liability is subordinate to any statutorily mandated provision of this Charter by operation of law. Nothing in this Charter Party shall operate to limit or deprive the Owner of any statutory exceptions or limitation of liability on the theory of personal contract or otherwise.
- (h) **NEGLIGENCE OF PILOTS (MSC 5252.247-9815 (JAN 1998)).** The Government shall not be held responsible, liable, or accountable for losses sustained by the Contractor, the vessel(s) being assisted by the Contractor's tug(s), or other vessels through the negligence of pilots although engaged by the Government.
- (i) **PORTS/PLACES.** The Charterer shall not be deemed to warrant the safety of any berth or place and shall not be liable or accountable for any loss, damage, injury, or delay resulting from any unsafe condition at any berth or place unless caused by Charterer's failure to exercise due diligence.
- (j) **OWNER'S OBLIGATION.** The Owner shall, unless otherwise provided herein, provide and pay for all provisions; deck, engine room, and galley stores and fresh water; insurance on the Vessel; wages of, transportation of, and services for Master, Officers, and crew and consular fees pertaining to them in accordance with the subparagraph Port Charges and Expenses. Owner will be responsible for all port charges associated with the foregoing.
- (k) **PORT CHARGES AND EXPENSES (MSC 5252.232-9811 (JUN 1998)).**

- (1) **Expenses for Charterer.** Except as otherwise provided herein, Charterer shall pay expenses of loading and unloading cargo and all wharfage, dockage, canal tolls, dues, taxes, and similar port charges imposed by public authority including consular charges (except those pertaining to the Master, Officers, and crew) incurred by the Vessel in ports visited pursuant to Charterer's direction. Agency fees shall also be for Charterer's account provided they are not incurred for the convenience of the Vessel or Owner. The Charterer shall pay all pilotage charged to the Vessel; however, in no case shall the Charterer reimburse the Owner for pilotage paid to the Master or other members of the crew. Surveyors or consultants as mutually agreed may be retained under this Charter in order to facilitate fact-finding in respect of actual or potential claim actions or for inspections or surveys generally; the costs shall be incurred only after prior written approval from the Contracting Officer.
- (2) **Reimbursement.** The Owner if so required by the Charterer as noted in the subparagraph above, shall pay all of the charges incurred for Charterer's account. The Charterer shall thereafter reimburse the Owner for such charges in accordance with the "Pass Through Reimbursables" paragraph of the contract Statement of Work.
- (l) **READINESS (MSC 5252.246-9810 (JAN 1998)).** Readiness is a required service of the Vessel. Readiness shall be defined as the ability of a Vessel and Associated Equipment to perform the function for which designed, built, or chartered, including the ability to deploy without delays, whether or not so ordered to perform. If there is a degradation of this readiness, such that actual performance or condition of the Vessel or Associated Equipment shows any failure to satisfy one or more of the Owner's warranties or renders the Vessel in less than a fully efficient state, the hire will be proportionately decreased so as to indemnify the Charterer to the extent of such failure, this Charter Party to remain otherwise unaffected. Failure of the parties to agree upon the extent of the proportional decrease in hire shall be a dispute under the clause entitled "Disputes" incorporated herein by reference. Nothing in this clause shall limit the rights of the Charterer to place the Vessel off-hire pursuant to the Off-hire section of the contract.
- (m) **SALVAGE:** All salvage moneys earned by the Vessel during the period of this Charter shall be divided equally between the Owner and the Charterer after deducting Master's, Officers' and crew's shares, legal expense, vessel hire lost, if any, as a result of the salvage service, value of fuel consumed (which shall be paid in full to the Charterer from the salvage award), repairs of damage, if any, and other extraordinary loss or expense sustained as a result of the salvage service. Charter hire shall continue to be paid by Charterer during deviations for the purpose of performing salvage service.
- (n) **SAVINGS (MSC 5252.232-9813 JAN 1998)).** The Owner agrees that any refunds, rebates, credits, discounts, insurance payments, or other amounts (including any interest thereon) accruing to or received by the Owner under this Charter shall be paid by the Owner to the Government to the extent that they are properly allocable to costs, expenses, or reimbursements for which the Owner has been compensated by the Government under the terms of this Charter. The foregoing shall apply to any savings to the Owner resulting from a fleet reduction, applied on a pro rata basis.
- (o) **STANDARDS OF APPEARANCE (MSC 5252.247-9864 (JAN 1998) VARIATION).** The Tug(s) operated under this Contract will operate in direct support of the U.S. Government and the Department of Defense; they must therefore meet the highest possible standards of appearance and Vessel smartness.
- (p) **SUBCHARTER (MSC 5252.247-9822 (DEC 1988)).** The Charterer shall have the right, without the prior written consent of the Owner, to subcharter or agree to subcharter the Vessel under any form of time or voyage charter. If Charterer shall enter into any such charter, Charterer shall nevertheless remain liable for the due performance of this Charter. Any such subcharter shall include a provision that it is subject to the provisions of this Charter Party.
- (q) **TIME CHARTER WAR-RISK COVERAGE.** Subject Clause is incorporated into this contract ONLY if the following box is checked .

- (1) Under the authority of 46 U.S.C. App. 1285, the U.S. Maritime Administration will furnish the following War-Risk insurance coverage, which will be effective during the Vessel's transit during this Charter of areas currently excluded under commercial marine insurance war risk trading warranties.
 - (2) War-Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased-value policies effective on Charter Party date, a copy of the applicable current hull policies shall be furnished to Charterer;
 - (3) War-Risk Protection and Indemnity coverage, insured at a value of either: (i) one-hundred fifty percent of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date; or (ii) USD 50 million, whichever is greater but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date;
 - (4) War-Risk Second Seamen's Coverage, the principal sum of which shall be USD 200,000 per Master, officer, or crew member (this is also loss-of-life benefit). Non-hospitalization disability payments therein to be payable in the amount of USD 1,000 per month. Dismemberment benefits to be payable in accordance with the schedule identified in the policy, as a percentage of the USD 200,000 principal sum. For loss of or damage to personal effects, an amount not exceeding USD 1,500 shall be payable to licensed officers, and an amount not exceeding USD 1,000 shall be payable to unlicensed crew members and U.S. Merchant Marine cadets and cadet officers.
 - (5) War-Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date. The sum insured by this policy, including the amount of lost time that is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed the hire rate effective under the COMSC Charter when the loss of time began, over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy.
 - (6) Terms of coverage above referenced to be in accordance with MARAD policies issued pursuant to the authority of 46 U.S.C. App. 1285 as approved by the Contracting Officer, in the form of Policy set forth in 46 CFR 308, as such form is amended.
 - (7) Contractor shall provide, as a minimum, a Certificate of Insurance evidencing types and levels of insurance held. If requested by Contracting Officer, the Contractor shall provide a copy of above-mentioned policies with endorsements.
 - (8) Notwithstanding any other provision of this Charter Party, all other insurance shall be for Contractor's account.
- (r) **WAR (MSC 5252.232-9812 (DEC 1988) VARIATION).**
- (1) **Voyage Instructions.** If a vessel is ordered under this Charter Party to any port, place, zone, or route involved in a state of war, warlike operations or hostilities, civil strife, or piracy (whether there be a declaration of war or not) where she might reasonably be expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), it shall be unreasonable for Owner not to prosecute said voyage instructions if insurance against said risks is then available commercially or under a Government program. In the event of the existence of said risks, Charterer shall, to the extent provided in this Article, assume provable additional costs of wages (including all additional bonuses and payment required) and insurance and all taxes associated therewith properly incurred by Owner as a consequence of service under this Charter Party.
 - (2) **Additional Wage Costs.** Charterer shall reimburse Owner for provable additional costs (including taxes associated therewith) incurred pursuant to this Charter as a consequence of the risks identified in the contract for (i) wages of Master, Officers, or crew and (ii) required payments or bonuses to Master,

- Officers, or crew. However, any of said wages or payments shall not exceed in amount that which would be payable, under applicable laws and regulations, to U.S. civil service mariners in the employ of the Military Sealift Command in a similar port, place, zone, or route.
- (3) **Additional Insurance Costs.** Charterer shall reimburse Owner for provable additional costs of premia and taxes associated therewith (over and above such costs in effect on the Charter Party Date) reasonably incurred pursuant to this Charter Party as a consequence of the risks identified in the contract in the Tug's War-Risk Hull & Machinery policy, in the Tug's War-Risk Protection & Indemnity policy, and in any War-Risk policy on the lives of or for injuries to officers and crew. Provided, however, that no proportion of additional premia allocable to insuring an amount in excess of the insured value of the Tug (as of the Charter Party Date) shall be reimbursable by Charterer in respect of any of the foregoing war-risk policies. Provided further that Owner shall apply for and remit to Charterer as savings any rebates by reason of Tug trading in lower-premium war-risk areas. Provided further that the United States of America shall be named as an additional assured with waiver of subrogation noted under all of the foregoing war-risk policies. Alternatively, in Charterer's sole option, and at no cost to the Government, Charterer may delete this clause with twenty-four hours notice; thence Article TIME CHARTER WAR-RISK COVERAGE, below, shall automatically be effective.
- (4) **Non-availability of Insurance.** If no commercial or Governmental insurance is available for service under this Charter Party covering the risks identified in paragraph (a) of this section, Tug shall not be required to enter or remain at any port, place, zone, or route subject to said risks; Charterer in such case shall have the right to order the Tug to other port(s) or places(s).
- (s) **WAIVER OF CLAIMS.** All requests for equitable adjustment to the contract price and any other claims whatsoever for monies due under this contract must be submitted to the Contracting Officer pursuant to the clause entitled "Disputes" within six (6) months of the redelivery of the vessel. All requests for equitable adjustment and any other claims whatsoever for monies due under this contract that are not submitted within the six (6) month limit, shall deemed to have been waived by the Owner.
- (t) **GENERAL DEFINITIONS.**
- (1) **"Assisting"** - Movement of a tow, which is making use of, or which has available for use, her own propulsion
 - (2) **"Associated Equipment"** - Construed to include all Contractor-furnished or owned equipment necessary for performance under this Contract
 - (3) **"Crew"** - Members of the Vessel(s) identified in rate schedule.
 - (4) **"Dry-docking"** - For purposes of this Contract dry-docking shall mean any removal of the Vessel from the water for any purpose.
 - (5) **"Line-handling"** - Movement or transportation of the tow's lines ashore by Tug's crew
 - (6) **"Master"** - Master of the Vessel identified in the rate schedule
 - (7) **"Overtime"** - As shown in statement of work.
 - (8) **"Owner"** - That entity exercising commercial control of the Vessel(s) identified in the Rate Schedule; interchangeable with "contractor" and "offeror" and to include disponent owners and all the shipowner's and disponent owner's agents, employees, independent contractors, Master, Officers, and crew
 - (9) **"Owner's Representative"** - See "Representative", below
 - (10) **"Place"** - Any berth, dock, anchorage, submarine line, alongside any Vessel or lighter or any other place whatsoever to which Charterer is entitled to direct the Vessel hereunder
 - (11) **"Representative"** - Foreman, superintendent, dispatcher, supervisor, or manager employed and designated by Owner to respond to Government requests for service under this Contract
 - (12) **"Straight Time"** - As shown in Statement of work.
 - (13) **"Vessel/Vessels"** - Those Vessels identified in the Rate Schedule and any other Vessel(s) accepted by the Government for use under this Contract (the word "Vessel" as used in this Contract is both plural and singular)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005)
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) to 52.219-5.

(iii) Alternate II to (JUNE 2003) 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 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).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$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 (April 2002) (E.O. 11246).

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 at anytime prior to expiration of the contract.

(End of clause)

MSC 5252.217-9806 Option to Extend the Term of the Contract - ALT I (DEC 2005)

(a) The Government may extend the term of this contract by written notice to the contractor anytime prior to redelivery of the Vessel. The Government may, but is not required to, give the contractor a preliminary notice of its intent to extend anytime prior to redelivery of the Vessel. The preliminary notice, if provided, does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 59 months.

(End of Clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III (May 2002)).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

EXHIBITS

EXHIBIT 1

WAGE DETERMINATION

Wage Determination (94-0196 R21), available upon request or at www.msc.navy.mil (as applicable).

EXHIBIT 2

LIST OF VESSEL CLASSES

Given below is a list of vessel classes that are likely to be supported during the term of any contract resulting from this RFP. The list is for demonstration purposes only and is not a guarantee of vessel types to be supported.

. AE	. AFDM	. AFS
. AGDS	. AO	. AOE
. AOR	. AR	. ARD
. ARS	. AS	. ASR
. ATF	. AVM	. CG
. CGN	. CV	. CVN
. DD	. DDG	. FF
. FFG	. IX	. LPH
. LHA	. LHD	. LKA
. LPD	. LSD	. LST
. MSO	. SS	. SSBN
. SSN	. Or foreign military vessels equivalent to any of the above	