

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 95	
2. CONTRACT NO. N00033-10-C-2001		3. SOLICITATION NO. N00033-09-R-2001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 10 Apr 2009	
6. REQUISITION/PURCHASE NO. SEE SCHEDULE		7. ISSUED BY MILITARY SEALIFT COMMAND, N1031/PM2 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: FAX:		CODE N00033		TEL: FAX:		CODE	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 until 03:00 PM local time 26 May 2009
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ANDREW FISKE	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (202) 685-5236	C. E-MAIL ADDRESS andrew.fiske@navy.mil
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	53 - 75
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 16	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	17 - 31	X	J	LIST OF ATTACHMENTS	76 - 95
X	D	PACKAGING AND MARKING	32	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	33 - 34	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	35 - 36		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	37 - 39	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	40 - 52	M	EVALUATION FACTORS FOR AWARD		

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR OFFSHORE SERVICE VESSELS LLC GARY CHOUEST (DBA) EDISON CHOUEST OFFSHORE PO BOX 310 GALLIANO LA 70354-0310		CODE 0BFF3	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) GARY CHOUEST / PRESIDENT	
15B. TELEPHONE NO (Include area code) 985-632-7144	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$3,940,250.00 EST	21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 0		ITEM	
24. ADMINISTERED BY (If other than Item 7) See Item 7		CODE	25. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS SUBMIT INVOICES IAW THE CONTRACT. SEE SCHEDULE FOR DETAILS AA 00000 CODE HQ0484		
26. NAME OF CONTRACTING OFFICER (Type or print) VER TEL: (b)(6) EMAIL: (b)(6)		27. UNITED STATES OF AMERICA <i>U. H. H. H.</i> (Signature of Contracting Officer)		28. AWARD DATE 15-Jan-2010	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

SUPPLIES SERVICES OR SUPPLIES

Section B - Supplies or Services and Prices

SECTION B PART 2

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.2 Charter Hire

B-2.1 Hire Rates Charter hire for services under this Charter Party shall be payable at the applicable rates stipulated in Boxes 18–20 and shall be earned at the expiration of each fifteen (15) days of the charter period. Except as otherwise provided herein, said hire rates shall be considered payment in full for all services of the Vessel and Associated Equipment under this Charter including all overtime, 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. Said hire rates are exclusive of the costs of fuel and port charges, which are addressed at Section H-15 (Fuel) and H-13 (Port Charges and Expenses) below, respectively, and other stevedoring costs such as loading, securing and discharging cargo, which are addressed in Section C-7 (Loading and Discharging) below.

B-2.2 Loss of Vessel Should the Vessel be either lost or missing, or become a constructive total loss, this Charter shall terminate and hire shall cease to be payable at the time of her loss or, if said time is unknown, at the time of the Vessel’s last received communication. If the Vessel should be off hire or missing when a payment of hire would otherwise be due, payment shall be made for all hire due for the charter period until the Vessel was lost or the last communication was received. Thereafter, payment shall be postponed until the off-hire period ceases or the safety of the Vessel is ascertained, as the case may be.

ITEM NO	PERIOD OF PERFORMANCE	SUPPLIES/SERVICES
0001	BASE PERIOD (9 months)	FIXED PER DIEM RATE
0002	BASE YEAR (9months)	REIMBURSABLE EXPENSES
1001	OPTION ONE (12 months)	FIXED PER DIEM RATE
1002	OPTION ONE (12 months)	REIMBURSABLE EXPENSES
2001	OPTION TWO (12 months)	FIXED PER DIEM RATE
2002	OPTION TWO (12 months)	REIMBURSABLE EXPENSES
3001	OPTION THREE (12 months)	FIXED PER DIEM RATE
3002	OPTION THREE (12 months)	REIMBURSABLE EXPENSES
4001	OPTION FOUR (12 months)	FIXED PER DIEM RATE
4002	OPTION FOUR (12 months)	REIMBURSABLE EXPENSES
5001	OPTION FIVE (2 MONTHS)	FIXED PER DIEM RATE
5002	OPTION FIVE (2 MONTHS)	REIMBURSABLE EXPENSES

SPECIAL TIME BOX FORMAT

B.3 BOXES

[5-99]

		Vessel(s):
		M/V C-COMMANDO
		Owner, DUNS, CAGE, TIN (and TIN of parent, if applicable) OFFSHORE SERVICE VESSELS, INC. DUNS #: 064676281 CAGE/NCAGE: 0BFF3
Solicitation Number (date):	Contract Number (date):	
N00033-09-R-2001	N00033-10-C-2001	

1. Vessel(s) Required:	2. Place / Range of Delivery (Part IV(b)):
Government seeks a vessel as outlined in this solicitation.	(b)(4)
	3. Place / Range of Redelivery (Part IV(c)):
	(b)(4)
4. Charter Period (Part IV(e)):	5. Laydays (Parts IV(b)):
Firm nine-month period, four one-year options, and one 2-month option	Commencing: 01 January 2010
	Canceling: 01 January 2010
	Note: Laydays are subject to change
6. Terms/Conditions/Attachments added, deleted or modified:	

I-2

Vessel(s):
M/V C-COMMANDO

7. Vessel/Flag/Year Built: M/V C-COMMANDO / U.S. / 1997	8. Proposal Firm Until:
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9. Amendments Acknowledged (amendment numbers and dates)	
Amendment 0003, effective 06 May 2009 Amendment 0004, effective 13 May 2009 Amendment 0005, effective 20 May 2009	Amendment 0006, effective 20 May 2009 Amendment 0007, effective 23 July 2009
SEQUENTIAL ORDER OF AMENDMENTS BEGINS AT 0003 AND ENDS AT 0007	

10. Owner (style, address, phone, cell phone, pager, e-mail, fax)	11. Broker (address, phone, e-mail, fax)
MR. KIRT CHOUEST OFFSHORE SERVICE VESSELS, L.L.C. (DBA): EDISON CHOUEST OFFSHORE 16201 E MAIN ST P.O. BOX 310 GALLIANO, L.A. 70354-4107 PHONE: (b)(6) FAX: (b)(6)	N/A
	12. Remittance address for hire (if other than box 10)

13. - 17. RESERVED

I-3

Vessel(s):
M/V C-COMMANDO

PER DIEM RATES

FIRM PERIOD

FULL OPERATIONAL STATUS RATES			REDUCED OPERATIONAL STATUS RATE (ROS LESS THAN 10 DAYS)			REDUCED OPERATIONAL STATUS RATE (ROS 10 DAYS AND LONGER)		
18A.	(b)(4)	USD per diem	19A.	(b)(4)	USD per diem	20A.	(b)(4)	USD per diem

FIRST OPTION PERIOD

FULL OPERATIONAL STATUS RATES			REDUCED OPERATIONAL STATUS RATE (ROS LESS THAN 10 DAYS)			REDUCED OPERATIONAL STATUS RATE (ROS 10 DAYS AND LONGER)		
18B.	(b)(4)	USD per diem	19B.	(b)(4)	USD per diem	20B.	(b)(4)	USD per diem

SECOND OPTION PERIOD

FULL OPERATIONAL STATUS RATES			REDUCED OPERATIONAL STATUS RATE (ROS LESS THAN 10 DAYS)			REDUCED OPERATIONAL STATUS RATE (ROS 10 DAYS AND LONGER)		
18C.	(b)(4)	USD per diem	19C.	(b)(4)	USD per diem	20C.	(b)(4)	USD per diem

THIRD OPTION PERIOD

FULL OPERATIONAL STATUS RATES			REDUCED OPERATIONAL STATUS RATE (ROS LESS THAN 10 DAYS)			REDUCED OPERATIONAL STATUS RATE (ROS 10 DAYS AND LONGER)		
18D.	(b)(4)	USD per diem	19D.	(b)(4)	USD per diem	20D.	(b)(4)	USD per diem

FOURTH OPTION PERIOD

FULL OPERATIONAL STATUS RATES			REDUCED OPERATIONAL STATUS RATE (ROS LESS THAN 10 DAYS)			REDUCED OPERATIONAL STATUS RATE (ROS 10 DAYS AND LONGER)		
18E.	(b)(4)	USD per diem	19E.	(b)(4)	USD per diem	20E.	(b)(4)	USD per diem

FIFTH OPTION PERIOD

FULL OPERATIONAL STATUS RATES			REDUCED OPERATIONAL STATUS RATE (ROS LESS THAN 10 DAYS)			REDUCED OPERATIONAL STATUS RATE (ROS 10 DAYS AND LONGER)		
18F.	(b)(4)	USD per diem	19F.	(b)(4)	USD per diem	20F.	(b)(4)	USD per diem

21. Indicate crewing arrangements during ROS (Less Than 10 Days) and ROS (10 Days and Longer):

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22. Other Costs:

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I-4

Vessel(s): M/V C-COMMANDO

LAYDAYS PROPOSED

23. Laydays Proposed: 01 JANUARY 2010	24. Estimated Readiness Date: 01 JANUARY 2010
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GENERAL

25. Vessel type and, if applicable, MARAD design type:			
26. Place built: NORTH AMERICAN SHIPBUILDING, L.L.C		27. Year built: 1997	
28. INMARSAT Ident.: N/A		29. Vessel's e-mail/Fax: (b)(6)	
30. Call Letters: (b)(4)		31. Official number:	
32. Net registered tonnage: (b)(4)		33. Panama Canal tonnage:	
34. Gross registered tonnage: (b)(4)		35. Suez Canal tonnage:	
36. Beam (b)(1) a. (ft) (A) (b) b. (m) (b)		37. Length Overall: a. (ft) b. (m)	
38. Reserved (4)		39. Length between perpendiculars: a. (ft) b. (m)	
40. Summer mean draft: a. (ft) (b) b. (m) (b)		41. Reserved	
42. Displacement, loaded (on draft in Box 34): a (LT) (b) b. (b) (b)		43. Summer Load Line Freeboard: a. (ft) (b) b. (m) (b)	
44. Shaft Horsepower/kilowatts (4) a. (hp) (b) b. (kW) (b)		45. Brake Horsepower/kilowatts a. (hp) (b) b. (kW) (b)	
46. Nationality of Master/Officers/Crew: UNITED STATES		47. Number of persons other than crew that can be carried: (4) (b)	
48. Classification society entered and class assigned: ABS CLASSED; MALTESE CROSS A1; CIRCLE E; MALTESE CROSS AMS			
49. Insured value of vessel (USD) (b)(4)		50. Vessel's present position/destination: PEARL HARBOR, HI	
51. Last dry-dock date (mm/dd/yy): (b)(4)		52. Next dry-dock date (mm/dd/yy): (b)(4)	
53. MarAd subsidized vessel: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

I-6

Vessel(s):
M/V C-COMMANDO

FUEL CONSUMPTION AT SERVICE SPEEDS

57. Average warranted speed (knots, for laden, moderate weather) (b) (4)	58. Reserved.
59. Average fuel consumption (net bbls at 60 deg F and grade(s): for laden, moderate weather passage as speed identified in Box 57) (b)(4)	60. Reserved
61. Auxiliaries underway fuel consumption (net bbls at 60 deg F and grade(s), only if not elsewhere identified) (b)(4)	62. Idle fuel period fuel consumption (net bbls at 60 deg F and grade(s)) (b)(4)

FUEL CONSUMPTION AT VARIABLE SPEEDS

63. Average fuel consumption (net bbls at 60 deg F for all grades and all engines/auxiliaries utilized while underway over moderate-weather passages)
63A: Grades Consumed: (b)(4)

63 B. LADEN TO SUMMER MARKS			
Knots (NM)	Net bbls per mile	Net bbls per day	Operating Range
01>			
02>			
03>			
04>			
05>			
06>	(b)(4)	(b)(4)	(b)(4)
07>			
08>	(b)(4)	(b)(4)	(b)(4)
09>			
10>	(b)(4)	(b)(4)	(b)(4)
11>			
12>	(b)(4)	(b)(4)	(b)(4)
13>			
14>			
15>			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FULL OPERATIONAL STATUS (FIRM PERIOD) FFP Period of Performance: 01 January 2010 - 30 September 2010 (9 months) FOB: Destination PURCHASE REQUEST NUMBER:	273	Days	(b)(4)	(b)(4)
				NET AMT	(b)(4)
ACRN AA CIN: N000330327P2010001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FY 10 MV C-COMMANDO (273 DAYS @ - 30 S FFP FY 10 MV C-COMMANDO (273 DAYS @ - 30 SEP 2010 FOB: Destination PURCHASE REQUEST NUMBER:		Each	(b)(4) PER DAY) 1 JAN 10	\$0.00
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	REIMBURSABLE ELEMENTS (FIRM PERIOD) FFP Period of Performance: 01 January 2010 - 30 September 2010 (9 months) FOB: Destination PURCHASE REQUEST NUMBER:	1	Each	(b)(4)	(b)(4)
				NET AMT	(b)(4)
ACRN AA CIN: N000330327P2020001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	FY 10 MV C-COMMANDO REIMBURSABLES FFP FY 10 MV C-COMMANDO REIMBURSABLES FOB: Destination PURCHASE REQUEST NUMBER:		Each		\$0.00
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	FULL OPERATIONAL STATUS (OPTION NO. 1) FFP Period of Performance: 01 October 2010 - 30 September 2011 (12 months) FOB: Destination	365	Days	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	REIMBURSABLE ELEMENTS (OPTION NO. 1) FFP Period of Performance: 01 October 2010 - 30 September 2011 (12 months) FOB: Destination	1	Each	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	FULL OPERATIONAL STATUS (OPTION NO. 2) FFP Period of Performance: 01 October 2011 - 30 September 2012 (12 months) FOB: Destination	366	Days	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	REIMBURSABLE ELEMENTS (OPTION NO. 2) FFP Period of Performance: 01 October 2011 - 30 September 2012 (12 months) FOB: Destination	1	Each	(b)(4)	(b)(4)
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	FULL OPERATIONAL STATUS (OPTION NO. 3) FFP Period of Performance: 01 October 2012 - 30 September 2013 (12 months) FOB: Destination	365	Days	(b)(4)	(b)(4)
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	REIMBURSABLE ELEMENTS (OPTION NO. 3) FFP Period of Performance: 01 October 2012 - 30 September 2013 (12 months) FOB: Destination	1	Each	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	FULL OPERATIONAL STATUS (OPTION NO. 4) FFP Period of Performance: 01 October 2013 - 30 September 2014 (12 months) FOB: Destination	365	Days	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	REIMBURSABLE ELEMENTS (OPTION NO. 4) FFP Period of Performance: 01 October 2013 - 30 September 2014 (12 months) FOB: Destination	1	Each	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	FULL OPERATIONAL STATUS (OPTION NO. 5) FFP Period of Performance: 01 October 2014 - 30 November 2014 (2 months) FOB: Destination	61	Days	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	REIMBURSABLE ELEMENTS (OPTION NO. 5) FFP Period of Performance: 01 October 2014 - 30 November 2014 (2 months) FOB: Destination	1	Each	(b)(4)	(b)(4)

NET AMT (b)(4)

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION

Section C - Descriptions and Specifications

SECTION C**SECTION C – DESCRIPTIONS AND SPECIFICATIONS**

C-1 DEFINITIONS AND ACRONYMS:

AEL – Allowance Equipment List

Alterations - Additions of equipment; changes to the configuration, location, type, or number of pieces of equipment or systems; changes in the arrangement and outfitting of Vessel's structure.

Assisting – Movement of a tow, which is making use of, or which has available for use, her own propulsion

Associated Equipment - Construed to include all Contractor-furnished or owned equipment necessary for performance under this Charter

ATO – Anti-Terrorism Officer (same as Vessel Security Officer and Force Protection Officer)

AT/FP – Anti-Terrorism/Force Protection

Bbl - Barrel (42 U.S. gallons volume measure)

CAGE - Commercial and Governmental Entity Code (reference DFARS 252.204-7001)

CBR-D: Chemical, Biological and Radiological Defense

CFE - Contractor-furnished equipment

Charter - This document when executed; interchangeable with “contract” and “Charter Party”

Charterer - The United States of America

Charter Party Date - Identified in Box 28 of SF-33

CHOP – Charterer's Option

CMWWD: Counter Measures Water Wash Down System. Fixed system (or temporary using fire hoses attached to steel clips welded to vertical bulkheads or other structure). Using ship's firemain system, when activated, provides 360 degree (ideally) sea water curtain protection, mitigating the effects of CBR attacks. Also used to wash contaminants from ship's structure after a CBR attack.

COMSC - Commander, Military Sealift Command

COMSCINST - COMSC Instruction

Contracting Officer - Identified in Box 26 of SF-33

COR - Contracting Officer's Representative

Contractor - Interchangeable with “Owner”

Crew - Of the Vessel identified at Box 7

Decontamination Station: An area of the ship (near entrances from the weather decks) with features for crew decontamination.

DESC – Defense Energy Support Center

DFARS - Department of Defense Federal Acquisition Regulation Supplement (issued by the Department of Defense)

DOD - Department of Defense

DWT – Deadweight

EST – Embarked Security Team, normally 15-person force, U.S. Navy or other

FAR - Federal Acquisition Regulation

FCC - Federal Communications Commission

Ft – feet

FPCON – Force Protection Condition

FPCON NORMAL – This condition applies when a general global threat of possible terrorist activity exists and warrants a routine security posture. At a minimum, access control will be conducted at all DoD installations and facilities.

FPCON ALPHA - This condition is declared as a general warning of possible terrorist activity, the nature and extent of which is unpredictable, when the circumstances do not justify full implementation of the measures of FPCON BRAVO. However, it may be necessary to implement selected measures from FPCON BRAVO. The measures in this FPCON must be capable of being maintained indefinitely.

FPCON BRAVO - This condition is declared when there is an increased and more predictable threat of terrorist activity even though no particular target is identified. The measures of this FPCON must be capable of being maintained for weeks without causing undue hardship, without affecting operational capability and without aggravating relations with local authorities.

FPCON CHARLIE - This condition is declared when an incident occurs or when intelligence is received indicating that some form of terrorist action against installations or personnel is imminent. Implementation of this measure for more than short periods will probably create hardship and will affect peacetime activities of the installation and its personnel.

FPCON DELTA - This condition is declared when a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location is likely. Normally this FPCON is declared as a localized warning.

FP Officer (FPO) – same as Vessel Safety Officer/VSO and Anti-Terrorism Officer/ATO.

Full Operational Status (FOS) - Vessel manned and provisioned, all Associated Equipment operational, and Vessel prepared in all respects to perform her mission in accordance with this Charter, whether or not so ordered (see Section H-16 - Reduced Operational Status (Layup) below))

GFP - Government-furnished property (see FAR 52.245-2 below)

Government - The United States of America; interchangeable with “Charterer”

Government Designated Representative - Including, but not limited to, force protection personnel, military, Government employees, and Government Contractors

hp – horsepower [1 hp equals 0.745799 kW]

km – kilometers

kPa – kilo Pascal [1 kPa equals 20.886 psf]

kW - kilowatts [1 kW equals 1.34 horsepower (hp)]

LTON or LT - Long Ton (2,240 pounds weight)

m – meter

m³ – cubic meter

Master - Of the Vessel(s) identified in Box 7

MT – Measurement Ton (forty cubic feet, volume measurement)

Moderate Weather - Conditions up to sustained winds of Beaufort Force 5 and sea state 4

MSC - U.S. Department of the Navy, Military Sealift Command

MSFSC - U.S. Department of the Navy, Military Sealift Fleet Support Command

MSCHQ – Headquarters, Military Sealift Command, Washington, DC

NAPS - Navy Acquisition Procedures Supplement (issued by the Department of the Navy)

NM- Nautical Miles

NMCARS - Navy Marine Corps Acquisition Regulation Supplement

Owner - That entity exercising commercial control of the Vessel(s) identified in Box 7; 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.

P&I - Marine protection and indemnity insurance

Paying Office - Identified in Box 25 of SF-33

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

Psf – Pounds per square foot (load measurement)

Psi - pounds per square inch (pressure measure)

Readiness - See Section H-6 below

Reduced Operational Status (ROS) - see Section H-16 below

RFP - Request for Proposals; interchangeable with solicitation

RHIB – Rigid Hull Inflatable Boat

ROS - Reduced operational status

SDWT - Deadweight capacity, to assigned summer mean draft

Speed – Derived by dividing the total hours at sea on any given sea passage (as show in the Vessel’s log)—after excluding any hours of non-moderate weather and any sea passage covered by an off-hire calculation—into the total miles at sea on the given sea passage.

STCW – Standards of Training, Certification and Watchkeeping

SWL - Safe Working Load

t – Metric Ton (weight measurement)

TIN - Taxpayer Identification Number

USCG - United States Coast Guard

USD – U.S. Dollars

Vessel(s) - Identified at Box 7

VSO – Vessel Security Officer (same as ATO/Anti-Terrorism Officer and Force Protection Officer/FPO)

WOG - Without guaranty

C2. Scope of Work/Mission. The following paragraphs describe the general Scope of the Performance Work Statement.

C-2 MISSION:

The vessel shall serve as host/support ship for Naval Special Warfare/Special Operations Forces (NSW/SOF). Vessel shall provide hyperbaric chamber services for emergencies and routine decompression operations, replenishment/minor maintenance support, personnel support, and transportation of the Advanced SEAL Delivery System (ASDS) by towing and/or carrying on deck. The vessel will store ordnance, gasoline, and carry a certified hyperbaric chamber per USCG requirements. The vessel will normally operate near the Hawaiian Islands, U.S. West Coast, and Guam. Homeport is expected to be Pearl Harbor, Hawaii.

C-3 VESSEL REQUIREMENTS:

C-3.1 Capacities/Dimensions.

C-3.1.1 Open deck space:

- i. Minimum 95 feet long by 48 feet wide contiguous open deck space.

C-3.1.2 The vessel must have sufficient deck strength to load and transport the following within the contiguous open deck space:

- i One recompression chamber (recompression chamber consists of two units: (1) Life Support Skid,

8'x8'x10', weighing 14,000 lbs. (GFE), (2) Fly Away Recompression Chamber, 8'x8'x20', weighing 17,500 lbs.) (GFE). Recompression units must be stowed next to one another on the main deck working area with adequate accessibility.

- ii Mission-specific support vans (three (3) 8'x8'x20' Milvans, weighing up to 24,000 lbs. each) (GFE)
- iii Six (6) Combat Rubber Raiding Craft (CRRCs) (Zodiac boats, models F470 and G4702.(15.5 ft x 6.25 ft x 2.5 ft, 265 lbs) (GFE)
- iv Two (2) 24-ft. Rigid Hull Inflatable Boats (RHIBs) (24'x11', 9,000 lbs. each) (GFE)
- v Two (2) SEAL delivery vehicles (SDVs) weighing approximately 6,000 lbs. each (approximately 8,000 lbs. each with water entrained; dimensions approximately 20 ft. x 5 ft. x 5 ft.) (GFE)
- vi Vessel must be able to transport an Advanced Seal Delivery System (ASDS) with or without the ASDS transporter on deck and provide along-side mooring in a protected harbor. See specifications below. (GFE)
- vii Vessel must be able to transport a Dry Deck Shelter (DDS) with or without the DDS transporter on deck. See specifications below. (GFE)
- viii Contractor must provide deck loading plan and deck loading analysis for above equipment.
- ix Vessel must be able to support the ASDS rescue system when needed for exercises and actual casualties.

C-3.1.3 In addition the vessel must provide the following:

- i At least 300-sq.-ft. administrative/conference space sufficient to handle up to 15 people. Space shall have tables and seating to accommodate the above number, with power outlets providing standard 120 VAC power for computers and presentation equipment.
- ii Vessel must support berthing for 25 government personnel not greater than four per stateroom, eight per head. Curtained-off bunks are acceptable. Messing for the 25 personnel above shall be in accordance with section C-3.30. The 25 Government personnel mentioned herein are in addition to any and all crew.

C-3.1.4 The vessel's draft must not exceed 17 feet fully loaded.

C-3.2 Estimated Operating Scenario:

Time Spent In Port / Underway		
50%	30%	20%
In Port	Underway: 2 kts (if slow speeds/tows are required)	Underway: 10 kts Transit

C-3.3 Specification

C-3.3.1 Dry Deck Shelter (DDS) Specifications:

- i DDS Overall Outside Dimensions:
 Length: 40 ft
 Width: 10'8"
 Height: 10 ft
 Weight: 30-35 tons

- ii DDS on Transporter:
 - Length: 93' 1"
 - Width: 11'
 - Height: 13'
 - Weight: 151,020 lbs.

C-3.3.2 Advanced Seal Delivery System (ASDS) Specifications:

- i Vehicle only:
 - Length: 65' 2"
 - Width: 10' 10"
 - Height: 8' 3"
 - Weight: 116,250 lbs.
 - Center of Gravity is 29' 9" from the tip of the bow.
- ii Transporter (not including prime mover) w/o vehicle:
 - Length: 101' 10"
 - Width: 10'
 - Height: 8'
 - Weight: 76,700 lbs.
- iii ASDS on Transporter
 - Length: 101' 10"
 - Width: 10' 10"
 - Height: 13' 4"
 - Weight: 192,950 lbs.

C-3.4 Certifications.

- i Certified in accordance with a recognized regulatory body for support of launching small craft, Combat Rubber Raiding Craft (CRRC), and Rigid Hull Inflatable Boats (RHIBs).
- ii At a minimum, vessel must be certified by the USCG as a Cargo Miscellaneous Vessel, and classed by a recognized classification society. The Owner shall submit the vessel's most recent COI as a part of its offer.
- iii Hours of Operation. Following final acceptance, the vessel will be operational 24 hours a day, 7 days a week, whether at sea or inport. As such the Contractor shall submit a manning plan illustrating the crew level to meet all mission/Government requirements including crewing requirements mandated by USCG under 46 CFR 90 (Subchapter I).

C-3.4.1 Shipboard Physical Security. See Attachment J for Anti-terrorism/Force Protection (AT/FP) requirements.

C-3.4.2 Physical Security. COMSCINST 5530.3 Series establishes minimum physical security standards for all ships. The Master is responsible for the safety and security of his ship and crew and must ensure that appropriate members of his crew receive adequate shipboard and, when required, formal training to carry out these requirements. Except as otherwise noted herein, all costs for physical security shall be deemed to be included in the per diem charter hire rate.

C-3.4.3 Small Arms Training. The Contractor shall be responsible for all small arms training. The Contractor shall ensure that five crew members who will bear arms as part of their physical security duties have successfully completed a small arms familiarization course. The Contractor's course shall be taught to the same content and standards as the U.S. Navy's Small Arms Qualifications (Ashore/Afloat) Instructor Course J-041-0148. Such training shall be completed prior to commencement of shipboard employment.

C-3.4.4 Ship Clearances. The Government will secure diplomatic clearances and operational area clearances when and where required.

C-3.5 Flag. The vessel must be a U.S flag, Jones Act qualified vessel.

C-3.6 Speed. Minimum 12 knots transit speed.

C-3.7 Endurance. Minimum 15 days at 12 knots.

C-3.8 Range. Minimum 3,000 miles.

C-3.9 Horsepower. Minimum 1,000 shaft horsepower. Vessel is expected to tow an ASDS (67 ft. long; 52 LT) up to 90 nm in Sea States up to 5. Expected maximum pull is 22,000 lbs.

C-3.10 Station Keeping.

- i Vessel must be capable of operating and/or remaining on station in conditions up to and including winds of 30 knots and Sea State 5 (up to 12 feet).
- ii Vessel must be capable of slow-speed heading hold down to one knot. The vessel must be capable of maintaining station within a 150-foot radius of the established position. An operable Dynamic Positioning System level Zero (0) or equivalent is required.
- iii At a minimum, the vessel must be equipped with an operable bow thruster and twin screws capable of maintaining station and heading as noted above.

C-3.11 Deck Equipment.

- i Crane: Minimum 15-ton crane to launch CRRCs, RHIBs, and SDVs. The crane must be capable of lifting an SDV (8,000 lbs.) in minimum Sea State 3 (5-foot waves) with a minimum reach of 20 feet, as measured from the ship's hull outward. Crane must meet requirements of ABS certification for Offshore Cranes.
- ii Winches: Winches for stern towing of SDV; 28,000-lb. minimum working load capability with slow-speed line pay-out/haul-in speed and adequate wire/rope to support minimum working load.

C-3.12 Fresh Water Requirement. Vessel must supply 2,000 gallons daily on back deck for miscellaneous use, including but not limited to equipment washdown.

C-3.13 Compressed Air. Vessel to provide divers quality air at 3,000 PSI @ 100 CFM. U.S. Navy Diving and Manned Hyperbaric System safety Certification Manual, NAVSEA (SS521-AA-MAN-010, Revision 2, 1 Nov 2006) applies. A copy is available via website: (b)(4) or upon request. Vessel must also be able to recharge two SDVs at 100 CFM (to a max of 3,000 lbs).

C-3.14 Sound Isolation/Vibration. Vessel must be able to support underwater telephone operations. These operations will be accomplished by a retractable tube that shall be installed in a suitable location that offers maximum separation from shipboard noise.

C-3.15 Storage. Vessel must be equipped with a 200-gallon storage tank for gasoline, and associated equipment to facilitate refueling RHIBs at sea. Tank and storage shall be approved by the USCG. The contractor will refuel Government small boats as required. The cost of fuel will be reimbursable in accordance with Sections H-15, G-5 and G-7.

C-3.16 Communications.

- i Vessel shall be Global Maritime Distress and Safety System (GMDSS) compliant and have INMARSAT

voice communication capabilities.

- ii The vessel must be configured to receive Government-Furnished Equipment (GFE) underwater telephone transducers and acoustic navigation transducers. These items require through-hull penetration and are to be deployed by way of a retractable tube of minimum 12-inch diameter at least three to four feet below the bottom of the hull fitted with a hydraulic lifting winch, boom, or crane. Through-hull penetration, retractable tube, and lifting system are to be provided by the contractor.
- iii Vessel shall accommodate underwater telephone compatible with EDO 5400 having transponder interrogator pinger echo sounder (TIPE) (GFE). Antenna and patching to support NSW secure HF/VHF/UHF/SATCOM, INMARSAT.
- iv Communications equipment and chamber requires climate (AC/DH) control.
- v The vessel must meet any additional regulatory communication requirements for a vessel of its class and size.

C-3.17 Navigation Equipment. Vessel shall be equipped with gyrocompass with repeaters, GPS and Radar. Radar should be capable of surface search to a minimum of 25 NM and be suitable for station keeping and for long-range tracking.

C-3.18 Electrical Power. Vessel must be able to provide 240 amp, 440 VAC, three-phase, 60 Hz, 100 amp, delta-configured power to GFE on deck.

C-3.19 Crew.

- i Upon delivery, the contractor shall have a facility clearance and the Master must hold a SECRET clearance. All crewmembers must be U.S citizens with valid U.S. passports for the full length of their assignment and will be required to submit to terrorist watch list checks. Crewmembers must have El Paso Intelligence Center (EPIC) record checks.
 - (a) Crew, Vendor and Transient Vetting. The Contractor shall submit the Full Name, Billet, SSN, Date of Birth, Birth Country, City of Birth, State of Birth, U.S. Passport Number and Nationality for all crew members to MSC PM22 (Kelly Richards and/or Gladys Fisher) using the Government provided MSC/EPIC Force Protection Personnel/Crew list Submission Template to allow screening by the El Paso Intelligence Center (EPIC). Submit crewmembers as they are identified to go to the ship(s). All new personnel must be screened at the beginning of the hiring process prior to being sent to the ship. All personnel shall be resubmitted and re-screened upon a change in contract or contractor, upon transfer from one ship to another, and once in each 12-month period. A similar procedure shall be followed for all other Contractor personnel for whom unescorted access to the ships is required. MSCHQ will notify the Contractor of any anomalous screening results requiring further action or investigation.
- ii It is essential that any vessel chartered as a result of this solicitation meet Section H-24, "Standards Of Appearance" and COMSC Instruction 3120.16 series "Standard of Appearance" (available upon request).
- iii Conduct of Master, Officers, and Crew: If the Charterer shall have reason to be dissatisfied with the conduct of the Master, Officers, or crew, the Owner shall, on receiving particulars of the complaint from the Contracting Officer, investigate the matter and, if necessary, make a change in personnel.
- iv The vessel will be crewed to safely and efficiently operate the vessel, operate deck equipment and small boats, and perform mission operations on a 24-hour basis as described herein. Additionally, crewing for voyages in accordance with USCG Subchapter I certification will be maintained throughout the charter

period. Licensing, STCW endorsements, and documentation are required in accordance with U.S. Coast Guard regulations as applicable to the vessel's type, size, class, and service. The Master, officers, and crew shall possess valid and current licenses, certificates, and documents for the capacity in which each is employed. At all times while underway, the Contractor shall have at least one shipboard employee aboard who has U.S.C.G. recognized first aid and CPR certification within the past 12 months. All transportation costs for crewmembers shall be to the Contractor's account.

C-3.20 Operational Responsibilities

- i The Master of the vessel shall be responsible at all times for the safety of the vessel and all on board. The Master of the vessel shall be responsible for meeting overall schedule requirements. The Master of the vessel shall be under the direction of the Operational or Task Force Commander with regards to the employment of the vessel, but shall not be under orders as regards safe navigation, care and custody of the vessel, and care and safety of equipment, gear, and persons onboard.
- ii A healthy functional relationship between the Contractor personnel (officers and crew) and the Sponsor is extremely critical. It is essential that the Master and Sponsor appreciate their individual responsibilities and dependence upon each other for attainment of the overall objective. A cooperative partnership between the two entities must be maintained at all times. The attitude of the partnership developed between the two must extend to and be shared by all concerned. The Master and Government shall jointly prepare for all operations concerning the vessels.
- iii Irreconcilable differences between shipboard personnel and the Government regarding operations or other matters arising under this charter shall be fully documented and reported, by letter, message, or E-mail as appropriate, to the Contracting Officer for immediate resolution.
- iv On-Board Government Personnel: During operations there will be approximately twenty five (25) Government and/or military authorized personnel on board. The vessel will be responsible for berthing and messing these Government Personnel. The Senior Government Representative (SGR) or Senior Military Member aboard will serve as the primary point of contact between the Government, deployed Military Members and Contractor. The SGR is responsible for all authorized Government or Military personnel assigned to the vessel; logistics for all Government personnel and equipment on board; and working with the Contractor (vessel Master) to develop mission plans and plans of the day. Government and other authorized personnel assigned to the vessel will be responsible for reporting aboard on time and participating in all drills and safety exercises. Support for these personnel shall be IAW Section C.3.2.
- v The Contractor shall employ an agent to arrange for all port services on a reimbursable basis during this charter as necessary. Port services shall include tugs, pilots, berthing, potable water, shore power, trash and garbage removal, oily waste removal, sewage removal, hazardous materials removal, line handlers, dedicated telephone service, and liberty launch services.
- vi Lifesaving Equipment/Drills. The Contractor shall operate all lifesaving support systems in accordance with manufacturer's instructions at the time intervals and frequencies as required. Lifesaving support systems include, but are not limited to life rafts, davits, winches, and boat engines. The Contractor shall conduct all regulatory drills required. Government personnel will participate in all regulatory drills.

C-3.21 Support Small Boat Operations. The Contractor shall support all small boat launch and recovery operations. The Contractor shall be required to furnish cradles for the four 11 meter RIB boats. Specifications for cradles to be provided at award.

C-3.22 Deck Equipment Preservation. The Contractor shall ensure all deck equipment is maintained in a working condition at all times.

C-3.23 Mission Essential Crane Operations. The Contractor shall provide 24 hour crane services in support of Government requirements. The crane shall be certified to launch and recover RIB. The Contractor shall

ensure every available resource is used to maintain the crane in a continual full operating status. In addition the crane shall be inspected and approved by the USCG IAW regulatory and periodic requirements.

C-3.24 Operation of Systems. The Contractor shall operate all platform systems to provide main and auxiliary propulsion, navigation, maneuvering, deck operations, and services to the Government to support the mission equipment, unit's hotel services, and emergency operations.

C-3.25 Perform Maintenance. As a result of high OPTEMPO it is imperative the Contractor perform predictive, preventative and corrective maintenance as required to maintain the vessel's equipment and systems in a high state of readiness in addition to maintaining the vessel in class at all times. The Contractor shall arrange for the discharge of all Government small boat bilge waste. The Contractor shall support repairs up to and including RIB engine swap. The Contractor shall provide, operate, and maintain a fork lift (or pallet jack in conjunction with crane access) capable of removing a 1 ton boat engine on a pallet from an ISU-90 container and moving the engine to anywhere within the 2000 sq. ft. open deck space area. If for any reason emergent maintenance actions should render the vessels unable to get underway, to include the crane, the Contractor shall immediately notify the Government to include an estimated time until the vessels are able to get underway.

C-3.26 Vessel Modifications. The Government may at its option modify the vessels to meet new or changing mission requirements. The Government will either task the Contractor to perform or to subcontract for the modifications as a reimbursable item, or undertake the modifications itself. Any and all equipment put aboard as a result of the modifications will be Government Furnished Equipment (GFE). All GFE will be removed prior to the vessels re-delivery at the expense of the Government, unless otherwise agreed to. The Contractor may not modify the vessel without approval of the Contracting Officer. Any approved modifications will be fully tested and verified by the appropriate Government authority. Mission related unforeseen structural modifications affecting class or the vessel's certifications may be required. The costs of Government directed modifications, and the costs to restore the vessel to its original class or certification at award and as required by this contract shall be borne by the Government.

C-3.27. Contingency Plan. The Contractor shall develop a contingency plan adequate to ensure that there will be no interruption of operations and maintenance service due to labor disruption within the service provider's own labor force. The contingency plan must also include a plan to address substitution of personnel when qualified/trained personnel are not available due to leave, sickness, death, etc. The Contractor shall submit plan to contracting officer within 30 calendar days of contract award.

C-3.28. Medical Requirements. The Contractor shall test all crewmembers with pre-employment drug screening and develop a random drug testing program in accordance with 46 CFR Part 16 Section 230. The Contractor shall submit a random drug-testing plan to the Contracting Officer no later than 30 calendar days after contract award. Testing shall be conducted on a not to interfere basis with operations.

C-3.29 Safety Plan. The Contractor shall establish and maintain a safety program to promote occupational safety for the ship's force and all embarked personnel. The safety program shall encompass appropriate procedures and practices as necessary to establish a safe and hazard-free working and living environment. The program shall address areas of typical shipboard evolutions and equipment operations, mission operations, maintenance, and housekeeping. The program shall also incorporate applicable U.S. Coast Guard Regulations. The safety plan implementing the safety program shall be submitted to the Contracting Officer within thirty (30) calendar days after contract award. At a minimum, the safety program will include asbestos control, heat stress control, hearing and sight conservation, lead control, respiratory protection, electrical safety, gas free engineering, lock-out/tag out procedures, hazardous material control and management, mercury control, polychlorinated biphenyls, and man-made vitreous fibers. With respect to operations, the safety plan shall address methods to identify and communicate recommendations to improve the process, highlight safety hazards, and implement procedures to prevent unsafe practices. The Contractor shall comply with the plan approved by the Government.

C-3.30 Food Service/Snacks for Government Personnel. The Contractor shall provide three (3) galley-prepared meals and hotel services for embarked Government personnel. Food provided to the Government shall have the most reasonably attainable degree of variety, quality, quantity, and nutritional value. Meal items at a minimum shall consist of the following:

- i Breakfast - Eggs/omelets; breakfast meat (one); fruit; donuts, bagels, or sweet rolls; toast; hot or cold cereal; fruit juice; coffee, soft drinks, tea, milk and bottled water.
- ii Lunch - One sandwich type (hamburger, tuna salad, grilled cheese, etc); two entrees (of which one shall be hot and consist of meat); vegetables; rice/potatoes; coffee, soft drinks, tea, milk and bottled water.
- iii Dinner - Three entrees (of which two shall be hot and consist of meat); vegetables rice/potatoes; dessert; coffee, soft drinks, tea, milk and bottled water.
- iv The Contractor shall provide snack foods and bottled water for Government personnel. Snack foods shall include foods such as cheese and crackers; fresh fruit; peanut butter and jelly; cookies or brownies; popcorn; ice cream; potato chips; etc.
- v The Government will reimburse eight dollars (US) \$8.00 per person per meal for those permanently assigned.

C-3.31 Food Service for Additional Government Personnel. The Contractor shall provide galley prepared food service for additional personnel not permanently assigned to the vessel. It is the responsibility of the Contractor to collect for these meals. Breakfast shall be reimbursed at a not-to-exceed price of (US) \$4.25, and lunch and dinner at a not-to-exceed price of (US) \$8.00.

C-3.32 Laundry Services Facilities. The Contractor shall provide a 24-hour laundry facility for 25 Government assigned personnel.

C-3.33 Other.

- i Vessel must be equipped with a diver's staging area for launching and retrieving divers. At a minimum, staging area must consist of water access by ladder or removable bulkhead. The equipment used to handle the over-the-side divers should meet the requirements of U.S. Navy Diving and Manned Hyperbaric System Safety Certification Manual, NAVSEA (SS521-AA-MAN-010, Revision 2, 1 Nov 2006), and U.S. Navy Diving Manual.
- ii Vessel shall be equipped with towing hardware consisting of one 1,000-ft., 2.25-inch diameter, double-braid nylon towline (Contractor furnished); one 53-lb, 1.75-inch diameter shackle (GFE); one towing bridle (GFE); and towing drogue hardware (GFE). In addition, there must be 300 ft of Plasma or Spectra synthetic line between the end of the 1000-ft tow line and the tow bridle (Contractor furnished). Size and braid type must match the line in use.
- iii Vessel must be equipped with towing hardware consisting of 1.25-inch diameter wire type rope (Independent Wire Rope Core) sufficient to reach a 200-foot depth beyond the vessel's stern (Contractor furnished), and one galvanized 1.75-inch bolt type anchor shackle equivalent to Crosby model number G2130 (Contractor furnished). Government will provide one 1.75-inch diameter towing shackle, one towing bridle, and one towing drogue hardware as stated above.
- iv The contractor shall be responsible for the launch and recovery of the small boats mentioned in paragraphs C-3.1.2, iii, and iv above. In addition, the contractor shall be responsible for the launch and recovery of the SDV mentioned in paragraph C-3.1.2, v above.
- v The contractor shall be responsible for assisting government personnel with loading, securing, and discharging mission equipment.

- vi The contractor shall maintain GFE in accordance with FAR 52.245-1.

C-4 TIN-FREE DELIVERY

Vessel shall deliver free of tin-based coating. Vessels requiring re-coating shall be stripped down to bare metal before repainting with suitable coating. Additionally, hulls requiring repainting shall be fleeted.

C-5 WARRANTY/DESCRIPTION OF VESSEL

C-5.1 General. The Owner warrants that the Vessel performing under this Charter Party shall be in full conformity with the requirements of this Charter Party, from the time of delivery and thereafter during the currency of this Charter Party. In particular the Owner warrants that the Vessel is as described in Section B boxes and Section C of this Charter Party and that the Vessel shall be under U.S. flag upon delivery (see DFARS 252.247-7025 at Section I concerning requirements for reflagging work in U.S. shipyards). Should any specification of the Owner in the contract be in excess of a required specification elsewhere in this contract; the Owner's specification shall prevail over the required specification.

C-5.2 Regulatory Compliance. The Owner warrants that the Vessel 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 Vessel will be ordered hereunder. The Vessel shall be delivered and maintained in the highest class of a recognized classification society and be in compliance with all current safety, health, and pollution regulations promulgated by appropriate authorities, including the latest applicable IMO regulations. The Owner further warrants that the Vessel shall have on board 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.

C-5.3 Complement. The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Master, Officers, and crew with adequate training and experience in operation of all of the Vessel's equipment. The Master, Officers, and entire crew shall be U.S. citizens, speak English, and possess valid and current certificates, licenses, and documents. The Master, Officers, and crew of this Vessel shall be appointed or hired by the Owner and shall be deemed to be the servants and agents of the Owner at all times except as otherwise specified in this Charter. The Master of the Vessel shall be under the direction of the Charterer as regards the employment of the Vessel but shall not be under Charterer's orders as regards navigation, care, and custody of the Vessel.

C-5.4 Fuel and Speed Warranty

C-5.4.1 Moderate Weather: Service Speeds. The Owner warrants that, unless otherwise ordered by the Charterer, the Vessel is capable of maintaining and shall maintain, throughout the currency of this Charter Party, the average speed in knots identified in Box 57 on any given moderate-weather passage from sea buoy to sea buoy while fully laden to summer marks. On any such passage as just described at the average speed identified in Box 57, daily fuel consumption in net barrels at 60 degrees Fahrenheit shall be at the average rate(s) identified in Boxes 59 and 61, for the grade(s)/viscosity (ies) therein identified to be consumed.

C-5.4.2 Moderate Weather: Variable Speeds. For periods during which the Charterer orders the Vessel to operate at speeds other than those identified in Box 57, the Owner warrants that the Vessel's total fuel consumption (including all auxiliaries) in net barrels at 60 degrees Fahrenheit at those ordered speeds in moderate weather shall be at the average rates identified in Box 63B for the stated speed, range, and load conditions for the grade(s)/viscosity(ies) therein identified to be consumed.

- C-5.4.3 **Auxiliaries.** The Owner warrants that the Vessel's fuel consumption (underway/steaming/laden) in net barrels at 60 degrees Fahrenheit for all auxiliaries, in addition to any fuel consumption identified in Box 59, shall be at the average rate identified in Box 61 for the grades/viscosities therein identified to be consumed, regardless of speed or weather conditions.
- C-5.4.4 **Idle Periods.** The Owner warrants that the Vessel's fuel consumption in net barrels at 60 degrees Fahrenheit during all periods at anchor or alongside berth shall be at the average rate identified in Box 62, for the grade(s)/viscosity(ies) therein identified to be consumed.
- C-5.4.5 **Remedies.** Should actual performance or readiness condition of the Vessel show any failure to satisfy one or more warranties or other Charter requirements not due to the fault of the Charterer, the hire may be equitably decreased, this Charter may be terminated, or the Vessel may be placed off-hire, at the Charterer's option so as to indemnify the Charterer to the extent of such failure. However, in all cases the Owner shall bear the cost of excessive fuel consumption resulting from the Owner's breach of its fuel warranties. The foregoing remedies shall not limit other recoveries available under law or within this charter.

C-5.5 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.

C-5.6 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.

C-6 REPORTING REQUIREMENTS

C-6.1 Charterer's Instructions. The Charterer shall furnish the Master with all requisite instructions and sailing directions in writing, including COMSC Instruction 3121.9, "Standard Operating Manual," as revised. The Master shall exercise due diligence to observe all such orders and instructions of the Charterer in respect of the Charterer's employment of the Vessel's services.

C-6.2 Fuel Inventory and Consumption Report. A fuel oil inventory and consumption report shall be submitted monthly, at the end of each month, to the Contracting Officer's Representative and other addresses as designated at contract award. The fuel oil inventory shall include the following information:

- (a) Bunkers at the beginning of each month.
- (b) Bunkers at the end of each month.
- (c) Fuel received during the month and source, receipt, document number and date of receipt.
- (d) Number of days during the month underway and fuel consumed while underway.
- (e) Number of days in port during the month and fuel consumed while in port.

C-6.3 AT/FP Reports. The Owner shall submit monthly AT/FP reports to the Contracting Officer's Representative and other addresses as designated at contract award in accordance with COMSCINST 5530.3 Series.

C-7 LOADING AND DISCHARGING (MSC 5252.247-9846 (AUG 2005))

C-7.1 General. The whole reach and burthen of the Vessel shall be at the disposal of the Charterer, reserving only proper and sufficient space for Vessel's Master, Officers, and crew, tackle, apparel, furniture, provisions, stores, and fuel. The Charterer shall have the use of all cargo handling equipment onboard and the Owner shall provide sufficient power to operate the entire Vessel's cargo handling equipment simultaneously. The Vessel shall work night and day, if required by the Charterer. The Charterer shall have the use of any special gear or fittings actually aboard the Vessel, although said gear or fittings are not required by this Charter. Any material required for securing cargo is to be furnished by the Charterer and for its account, but the Charterer may have the free use of any lashings aboard the Vessel. The Charterer will be

responsible for the replacement of lashing gear damaged by the Charterer or its servants. Such replacement shall be as original or equivalent.

C-7.2 Cargo Quantity Limitation. In no case shall the cargo exceed what the Vessel can reasonably stow and carry, in the judgment of the Master, over and above the space and burden necessary for Vessel's Officers and crew, her cabin, tackle, apparel, furniture, provisions, fresh water, stores, necessary ballast and fuel. The amount of the deck cargo shall be at the discretion of the Master and the loading, carriage and discharge thereof shall be at the risk of the Charterer.

C-7.3 Detention or Standby. If by reason of the Owner's failure to use diligence to keep the Vessel in a thoroughly efficient state of hull, machinery, equipment, personnel, and other particulars relating to the seaworthiness of the Vessel, the Charterer incurs cost of stevedoring detention or standby time in connection with the loading or discharging of cargo, such costs shall be for the account of the Owner.

C-7.4 Charterer's Responsibility. The Charterer shall load, stow, trim, secure, and discharge the cargo, all in compliance with applicable laws and regulations and the permit/waiver requirements there under; notwithstanding, however, that the Master shall supervise and be responsible for such actions as they concern the seaworthiness and stability of the Vessel. Upon request of Charterer, Owner shall arrange for stevedoring services at ports visited under this Charter, with reimbursement for all necessary and reasonable agency fees, all reasonable costs of loading and/or discharging, and port charges in accordance with Section (H-13) (Port Charges and Expenses) below.

C-7.5 Expenses. The Charterer shall pay all expenses directly connected with the loading and discharging of the cargo including stevedoring, wharfage, clerking and tallying, winchmen, heavy lifts, dumping, stowing, securing, lashing, sheathing, dunnaging, and trimming, and removal of strongbacks with shore equipment where the use of shore equipment is not necessitated by a structural or mechanical defect in the Vessel unless that defect is caused by the fault or negligence of the Charterer. Unless otherwise provided herein the Charterer shall provide necessary dunnage and shifting boards, also any extra fittings or materials requisite for a special trade or unusual cargoes, but the Owner shall allow the Charterer the use of any dunnage, shifting boards and other fittings or materials already on board the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage, but if the Vessel's shifting boards are used as dunnage, the Charterer shall make good any damage to or shortage of such shifting boards on redelivery of the Vessel. If the Charterer elects or is required by the Owner to remove dunnage and fittings placed on board by the Charterer, the cost of removal and discharge shall be borne by the Charterer. Charterer shall have free use of any lashing gear, dunnaging, shifting boards, and fittings aboard the Vessel.

C-7.6 Lighterage. Lighterage, if any, will be at the risk and expense of the Charterer, except as otherwise provided herein. Vessel shall have adequate fendering for alongside operations and be able to lighter (skin to skin) from another vessel. Fenders shall be foam or similar material (not pneumatic or gas), and be deployable/retrievable by vessel's crew. Fenders shall be adequate to handle alongside cargo operations with coasters (small capacity container ships), lighterage, watercraft, or high speed vessels. Contractor shall arrange oil spill protection and cleanup.

C-7.7 Stevedore Damage. The Charterer is to be responsible for any physical damage done to the Vessel by Charterer stevedores on loading and/or discharging only if such damage is occasioned by negligence, breach of warranty or breach of contract and the Master advises Charterer, or Charterer's representatives, in writing, within 24 hours after occurrence of the specific damage and the Master further notifies the parties who have caused this damage, in writing, and endeavors to obtain their admission of liability. As soon as practicable after such damage is sustained, the Owner is to have an independent survey made to define and estimate the damage; a written copy of the survey report is to be promptly forwarded to the Charterer. All claims are to be settled directly between the Owner and the stevedores, with the Charterer being ultimately responsible.

C-7.8 Safety in Loading and Discharging Cargo. The Owner shall be knowledgeable of the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., as amended, and to the standards promulgated thereunder by the Secretary of Labor.

C-8 GOVERNMENT FURNISHED PROPERTY (GFP)
GFP is to be carried at charterer's risk.

C-9 SYSTEMS

C-9.1 Automated External Defibrillator (AED). The Contractor shall provide at least one Automated External Defibrillator (AED) unit. All AEDs must be FDA approved and be suitable for shipboard use. The Vessel's Medical Department Representative shall be trained to operate and maintain the AED.

The Contractor shall provide sufficient AEDs, stored in a location ready for use, to ensure that response time to shipboard medical emergencies does not exceed five minutes from any location on the Vessel. AEDs shall be stored in a location that is accessible to trained rescuers.

Section D - Packaging and Marking

Section D - Packaging and Marking

SECTION D

SECTION D - PACKAGING AND MARKING

D-1 PACKING - COMMERCIAL FOR DOMESTIC SHIPMENT

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

D-2 PACKING MATERIAL

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

D-3 MARKINGS OF SHIPMENTS

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

Section E - Inspection and Acceptance

Section E - Inspection and Acceptance

SECTION E

SECTION E – INSPECTION AND ACCEPTANCE

E-1 INSPECTION (TIME)

E-1.1 General The Vessel(s) and Associated Equipment shall be subject to the Government's inspection as to suitability for the required service prior to delivery and subject to subsequent inspections at any time during the currency of this Charter to determine continuing suitability for the required service as well as to determine whether the material condition of the Vessel(s) and Associated Equipment will prevent effective operation during basic and optional periods (if any) of this Charter. Such inspections may include but not be limited to:

- A. Condition and operability of all cargo handling gear including standing and running rigging, cranes, davits, booms, gantries, and status of regulatory body inspections of same;
- B. Condition and operability of navigation, communication, and environmental-protection equipment and existence of appropriate technical manuals and onboard spares;
- C. Condition (tightness and preservation) of hull, deck plating, superstructure, divisional bulkheads and the operability of ground tackle;
- D. General material condition and maintenance of the Vessel(s) and holds and tanks;
- E. Condition, operability, and certification of required safety and firefighting equipment;
- F. Operability and safety of engineering spaces and equipment;
- G. Bunker survey;
- H. Condition of all equipment required under this Charter

E-1.2 Government Survey. The Government further reserves the right to have the Vessel(s) surveyed at any time by an independent surveyor.

E-1.3 No Cost Cancellation-Deficiencies If in the opinion of the Government Inspector or independent surveyor deficiencies exist that preclude the adequacy of the Vessel(s) for the assigned service, a notice for correction will be issued. In the event that the stated deficiencies are not corrected in a reasonable period of time and in the opinion of the Contracting Officer (based upon the recommendation of the Government Inspector and/or the independent surveyor) the Vessel(s) is inadequate for the intended service or unable to operate for the remaining period of the Charter as a result of these deficiencies, the Government reserves the right to cancel this Charter at no cost to the Government at any time during its term or to take any other action available under this Charter or authorized by law.

E-1.4 The Vessel horsepower identified in Boxes 44 and 45 shall, if required by the Contracting Officer, be verified by an independent surveyor approved by the Government, at owner's expense.

E.2 PREDELIVERY INSPECTION A predelivery inspection of the Vessel may be held at Charterer's option upon the request of the Owner; such inspection shall be of an advisory nature only. At any such inspection, any representation of a Government representative present, or lack thereof, shall not be binding on the Charterer. This inspection shall be conducted, if possible, in a shipyard and on a date mutually agreeable to the Owner and the Government. The Owner will be advised of the condition of the Vessel and Associated Equipment as found by the Inspector. This predelivery procedure is to enable the Owner to correct any deficiencies discovered before the delivery inspection. The results of any predelivery inspection under this Article shall further be without prejudice to any later determinations that the Vessel or its Associated Equipment are unsuitable under this Charter Party, whether made at the delivery inspection or at any time during the currency of the charter period including options if exercised.

E-3 RESERVED

E-4 EXCUSABLE DELAYS/EXCEPTIONS (MSC 5252.247-9827 (AUG 2005))

E-4.1 Excepted events Neither the Vessel, her Master, the Owner, nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process provided bond is promptly furnished to release the Vessel; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; or explosion. The Vessel 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, on board.

E-4.2 Reservation The exceptions identified in E-4.1 above shall not be such as affect Owner's warranties respecting the condition of the Vessel, or the Owner's obligations respecting the loading, handling, stowage, carriage, custody, care, and discharge of the cargo. Defaults of subContractors at any tier or the Owner's failure to perform due to a labor disruption, labor dispute, or strike shall not constitute excepted events under E-4.1.

E-4.3 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.

E-5 ACCEPTANCE

Final acceptance of all services provided under this contract shall be made only upon certification of the final invoice as defined in the invoicing provisions contained in Section G. Such certification shall be made by the Contracting Officer or his designated representative.

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

Section F - Deliveries or Performance

Section F - Deliveries or Performance

SECTION F

SECTION F – DELIVERIES OR PERFORMANCE

F-1 LAYDAYS The Vessel and all Associated Equipment shall be delivered to the Charterer at a port or place in accordance with Box 2 not later than 1000 hours local time at place of delivery on the canceling date stated in Box 5, the Owner giving 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 Vessel by the Charterer but not before the commencing date stated in Box 5, unless approved in writing in advance by the Contracting Officer. The Charterer shall have the liberty to cancel this Charter at no cost to the Government should the Vessel or Associated Equipment not be ready in accordance with the provisions hereof by the canceling date stated in Box 5, said cancellation to be declared not later than twenty-four (24) hours after 1000 hours local time at place of delivery on the canceling date stated in Box 5, should the Vessel not be ready by that time. This paragraph shall not limit any right of the Government under this Charter Party or any right to take any other action authorized by law.

F-2 CONDITION The Vessel and all Associated Equipment shall be, insofar as due diligence can make them so, 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 cargo-handling equipment shall be rigged, secured, and operable. The Owner shall exercise due diligence to maintain the Vessel and Associated Equipment in such state during the period of this Charter Party.

F-3 VESSEL(S) REDELIVERY Unless lost, the Vessel shall be redelivered at a port or place in accordance with Box 3. The Charterer shall give the Owner no less than one (1) day's notice of expected date and range of redelivery, and of actual port or place of redelivery. Redelivery notice shall not impair the Charterer's right to exercise any options under this Charter.

F-4 VESSEL SAFETY

F-4.1 Safety The Charterer shall exercise due diligence to order the Vessel to safe berths or places (or alongside vessels or lighters reachable on her arrival and designated/procured by the Charterer) that the Vessel can approach, lie at, and depart from always accessible, always afloat. The Charterer shall not, however, 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 the Charterer's failure to exercise due diligence as aforesaid. Any lightering will be at the expense of the Charterer; however, in the event the Charterer directs the Owner to arrange for lighterage services, the Owner shall make all necessary arrangements therefore.

F-4.2 Ice The Vessel shall not be ordered or bound to enter any port or place inaccessible due to ice or at which lights, lightships, markers, or buoys on Vessel's arrival are (or are likely to be) withdrawn by reason of ice. The Vessel shall not be obliged to force ice. If a port or place to which the Vessel is ordered is inaccessible due to ice, the Master shall immediately notify the Charterer requesting revised orders and shall remain outside the ice-bound area. If there is danger of the Vessel being frozen in at any port or place, the Vessel shall, at Master's discretion, proceed to the nearest safe and ice-free position, at the same time requesting the Charterer's revised orders. Any delay or detention resulting from ice to be for the Charterer's account.

F-5 CHARTER PERIOD This Charter Party shall be for the period designated in Box 4, commencing upon the Charterer's acceptance of the Vessel and continuing until either the date of her redelivery or the completion of the voyage then current, at the Charterer's sole option. Any option periods shall be in direct continuation; shall be without guaranty at the Charterer's sole option; and shall be declared as specified in Section I. Optional periods may be declared at any time prior to redelivery of the Vessel.

F-6 DRYDOCK Owner, at its expense, shall drydock, clean and maintain the vessel 's bottom and propeller, and make all overhaul and other necessary repairs properly to maintain the vessel in class, maintain the vessel in compliance with F-2 (Condition) above and the warranties of C-5 above, and otherwise to keep the vessel tight, staunch, and strong, and in thoroughly efficient order and condition. For such purpose of drydock, Charterer shall allow vessel to proceed to an appropriate port upon 90 days' prior notice to the Contracting Officer. All towage, pilotage, fuel, gas-freeing if required, water, and other expenses incurred while proceeding to and from drydock shall be for Owner's account.

F-6.1 Suspension of Hire In case of drydocking, pursuant to F-6, at a port where vessel is to load, discharge, or bunker under Charterer's orders, hire shall be suspended from the time the vessel receives free pratique on arrival, if in ballast, or upon completion of discharge of cargo, if loaded, until vessel is again ready for service. In case of drydocking at a port other than where Vessel loads, discharges or bunkers, payment of hire shall cease from the time of deviation until the Vessel is again ready and in a position not less favorable to the Charterer than that at which such deviation occurred.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

Section G - Contract Administration Data

SECTION GG-1 DESIGNATION OF PRINCIPAL CONTRACTING OFFICER

The Principal Contracting Officer for this contract is:

Veronica Gekhman (N1031)
 Kenneth Allen, Contracting Officer (N1031(Acting))
 Department of the Navy
 Military Sealift Command
 914 Charles Morris Court SE, Bldg. 157
 Washington Navy Yard, DC 20398-5540

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

(a) *Definition.* "Contracting Officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a Contracting Officer's representative (COR), the Owner will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G-3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) Upon contract award, the Contracting Officer's Representative (COR) will be named in writing. As such, this individual will be responsible for monitoring the performance of the Owner and the adherence to the requirements of the contract as defined herein.

(b) The COR shall provide technical guidance on a day-to-day basis, and perform routine inspections of the facility on behalf of the Contracting Officer. In no event, however, shall any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract be authorized by the COR, or any other Government personnel, unless formalized by the proper documents executed by the Contracting Officer.

(c) When in the opinion of the Owner, the COR, or any other Government personnel, requests effort outside the existing scope of the contract, the Owner will promptly notify the Contracting Officer. No action will be taken by the Owner under such technical instruction unless the Contracting Officer authorized the change.

G-4 INVOICE REQUIREMENTS

(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.

G-4.1 Submission of Invoices

All invoices, requests for equitable adjustment, or similar requests for payment under this Charter shall be submitted not later than (six) 6 months after the end of the relevant period of service. All invoices, requests for equitable adjustment, or similar requests for payment not so submitted shall be deemed waived by the Owner.

G-5 PAYMENT Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget payment regulations at 5 CFR part 1315. 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.

G-6 PAYMENT OF FIXED PRICE PER DIEM

- (a) Payment of per diem on the day the vessel(s) is delivered or redelivered will be made at the full Per Diem rate.
- (b) For periods of operation of less than a full 24-hour day (excluding delivery or redelivery days) the per diem rate will be prorated on a per hour basis. Calculation of per diem will be based on Greenwich Mean Time.
- (c) Where a vessel(s) has a voyage in progress on the date of contract expiration in accordance with the clause at F-1, the applicable per diem rate for that vessel(s) for the period beyond the expiration date shall be the per diem rate that is in effect on the last day of the contract for that vessel(s).

G-7 REIMBURSABLE SUPPLIES AND SERVICES, TIME CHARTER (MSC 5252.232-9809 (MAR 2005))

(1) The Government will reimburse the Contractor only for the actual price paid for those supplies and services that are expressly identified as reimbursable items by this contract. "Actual price" paid by the Contractor for such supplies and services, includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services.

(2) To be eligible to receive reimbursement for services and supplies identified in this contract as reimbursable items and obtained in support of this contract, the Contractor shall obtain at least three quotes for each transaction in excess of \$2,500 to ensure that adequate price competition was sought or the Contractor shall provide an acceptable justification as to why it was impracticable to do so. In the case of fuel purchases, unless directed otherwise by the Contracting Officer, the Contractor shall provide the documentation listed in subparagraphs (i) through (iii) below to the Contracting Officer for approval prior to purchasing fuel. For purchases of services and supplies and other than fuel, the Contractor need provide the aforementioned documentation only when requested by the Contracting Officer. The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the proposed subcontractor and price.
- (iii) Suppliers contacted and price quotes. Include other pertinent data such as price lists used if suppliers were not contacted and information regarding the selection if other than price-related factors were considered.

(3) 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 supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies 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 supplies and services was fair and reasonable.

(4) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each Reimbursable Supplies and Services CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered.

(5) The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN.

(6) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies or services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the Schedule under the applicable Reimbursables CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.

(7) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

(8) Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under each Reimbursable CLIN unless they contain a statement expressly increasing the funded amount of the Reimbursables CLIN by a sufficient amount to cover the change order.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

Section H - Special Contract Requirements

SECTION HH-1 RESERVEDH-2 RESERVED

H-3 INSURANCE During the full period of this Charter Party, the Owner shall maintain marine insurance coverage on the Vessel, including Hull and Machinery, Protection and Indemnity (P&I), Pollution Liability, War Risk Hull and Machinery, War Risk P&I and Second Seamen's War Risk. Except as otherwise provided in this Charter Party, the expense for such insurance coverages shall be for the Owner's account and shall be deemed to be included in the hire payable under this Charter Party. Except as provided herein, the Owner shall be responsible for the cost of such insurance, including deductibles, premia, additional premia, calls, commissions, advancements, assessments, and overspill claims where applicable.

H-3.1 Trading Limits. If Vessel is sent beyond the limits of American Institute Trade Warranties or Institute Warranties (as applicable) under this Charter Party, the Charterer agrees to reimburse the Owner for the actual extra cost of additional premia and/or increased deductible levels, to the extent incurred, properly assessed by the Vessel's marine insurance underwriters and payable by the Owner, which extra cost is occasioned by the Vessel's trading beyond such limits.

H-3.2 Limitation of Liability. Except as otherwise specifically provided herein, the Charterer shall not be liable for any loss, damage, expense, cost, or liability whatsoever and howsoever incurred by the Owner or Vessel, or which are imposed upon the Owner or Vessel by operation of law. Any amount due the Owner under Section H-3 shall be subject to setoff by the Charterer to the extent of any amount recovered under insurance carried by the Owner, or to the extent of any amount recoverable under insurance required by Subparagraph H-3 above.

H-3.3 Notification to Charterer. The 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-3.4 Charterer Named Assured. The United States of America shall be named as an additional assured with waiver of subrogation under the Vessel's Hull and Machinery policy (and the Increased Value policy if applicable), the Vessel's P&I entry, any additional pollution liability coverage, the Vessel's War Risk Hull and Machinery policy including P&I, and Second Seaman's War Risk.

H-4 WAR (MSC 5252.232-9812 (AUG 2005))

H-4.1 Voyage Instructions. If 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 it 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 the Owner not to prosecute said voyage instructions if insurance against said risks is then available commercially or under a Government program or if the Government offers the Owner an indemnity under Public Law 85-804 against losses that would be covered by such insurance. In the event of the existence of said risks, the Charterer shall, to the extent provided in Section H-4, assume provable additional costs of wages (including all additional bonuses and payments required) and insurance and all taxes associated therewith properly incurred by the Owner as a consequence of service under this Charter Party.

H-4.2 Additional Wage Costs. The Charterer shall reimburse the Owner for provable additional costs (including taxes associated therewith) incurred pursuant to this Charter Party as a consequence of the risks identified

at Subparagraph H-4.1 above 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.

H-4.3 Additional Insurance Costs. The Charterer shall reimburse the 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 at Subparagraph H-4.1 above in the Vessel's War Risk Hull & Machinery policy, in the Vessel'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 coverage in place as of the Charter Party date shall be reimbursable by the Charterer with respect to any of the foregoing war risk policies. Provided further that the Owner shall apply for and remit to the Charterer as savings any rebates by reason of reductions in or rebates of premia charged for entry into war risk exclusion zones. 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, with respect to any area(s) excluded by war risk trading warranties under the Owner's commercial war risk insurance coverage, at the Charterer's sole option, and at no cost to the Government, the Charterer may delete this subparagraph with twenty-four hours notice, in which case (i) H-5 (Time Charter War Risk Coverage) below shall automatically be effective; or (ii) the Government shall offer an indemnity under Public Law 85-804.

H-4.4 Insurance Nonavailability. If no commercial or governmental insurance is available for service under this Charter Party covering the risks identified in Subparagraph H-4.1 above, Vessel shall not be required to enter or remain at any port, place, zone, or route subject to said risks; the Charterer in such case shall have the right to order the Vessel to other port(s) or place(s).

H-4.5 War Risk Coverage. The Owner must immediately notify the Charterer of any changes in the Vessel's commercial war risk insurance, including but not limited to, extensions of war risk exclusion zones and increases in commercial war risk insurance premia. The Owner must secure the Charterer's permission prior to entry into any commercial war risk exclusion zones before incurring liability for additional premia.

H-5 TIME CHARTER WAR RISK COVERAGE If invoked pursuant to clause H-4 above, under the authority of 46 U.S.C. App. 1285, the U.S. Maritime Administration will furnish the following war risk insurance coverages, which will be effective during the Vessel's transit during this Charter of areas currently excluded under commercial marine insurance war risk trading warranties.

H-5.1 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 which current hull policies shall be furnished to Charterer;

H-5.2 War Risk Protection and Indemnity coverage, insured at a value of either (i) 150% of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date or (ii) \$50-million, whichever is greater but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel(s) on Charter Party date;

H-5.3 War Risk Blocking and Trapping Coverage;

H-5.4 War Risk Second Seamen's Coverage, the principal sum of which shall be \$200,000 per Master, Officer, or crew member (this is also loss-of-life benefit).

H-5.5 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 this Charter Party 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.

H-5.6 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.

H-5.7 The 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.

H-5.8 Notwithstanding any other provision of this Charter Party, all other insurance shall be for Owner's account.

H-6 READINESS (MSC 5252.246-9810 (JUN 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 in Section I below. Nothing in this clause shall limit the rights of the Charterer to place the Vessel off-hire pursuant to Section H-9 (Off-Hire) below.

H-7 RESERVED

H-8 REMEDIES Should actual performance or readiness condition of the Vessel(s) show any failure to satisfy one or more of such warranties or other Charter requirements not due to the fault of the Charterer, the hire may be equitably decreased, the Charter may be terminated, or the Vessel(s) may be placed off-hire, at Charterer's option so as to indemnify the Charterer to the extent of such failure

H-9 OFF-HIRE (MSC 5252.246-9811 (AUG 2005)) 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 damages 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; dry docking for the purpose of examination or painting bottom; or deviation for the purpose of landing any ill or injured person onboard other than any passenger, supercargo, or military personnel who may be carried at the 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 ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. 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 ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. When the period of time lost to the Charterer on any one occasion is less than four (4) consecutive hours (or twelve (12) consecutive hours while in prepositioning service), the hire shall not be reduced for such period.

H-9.1 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 the Charterer's account.

H-9.2 Delays/Excessive Fuel Consumption If upon any passage the Vessel(s) (i) fails to make the warranted speed in Box 57 or if her warranted fuel consumption exceeds that in Boxes 59-63B, either or both of which are 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 (ii) is delayed more than 12 hours, the hire for the time lost and any cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice shall be for Charterer's account.

H-10 SUPERCARGO AND GOVERNMENT REPRESENTATIVES (MSC 5252.247-9858) (AUG 2005)

H-10.1 Charterer's Option The Charterer shall have the right to assign supercargo (supercargo as used herein is both plural and singular) and other Government designated representatives aboard the Vessel for duty purposes to the extent that accommodations and United States Coast Guard certification (when applicable) allow and in accordance with COMSC Instruction 3121.9 Series. The Charterer shall pay an amount of \$30.00 per day, per person, covering all expenses including accommodations and victualling. The \$30.00 per day shall be charged only when the individual is on board for a 24-hour period or greater. Otherwise, the Owner shall victual U.S. Government designated representatives, pilots, and Customs Officers when authorized by the Charterer at the rates specified in Section C-3.31. The Government particularly reserves the right to put a representative onboard the Vessel, with the pilot, at the approach to a discharge port (or otherwise as mutually agreeable) to inspect the Vessel and to monitor the unloading; reimbursement for accommodations and/or victualling is to be as described above.

H-10.2 Military Personnel In addition to the carriage of personnel noted in H-10.1 above, the Charterer shall have the right 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 be reimbursed out-of-pocket expenses not to exceed the amount per person per day set forth in H-10.1 above. The Charterer will supply life floats and jackets for the use of such military personnel carried aboard the Vessel during the charter period, unless otherwise specified in this Charter. Such items shall be removed by the Charterer at termination of this Charter.

H-10.3 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 supercargo or Government designated representatives in the embarkation, carriage, or debarkation of supercargo or Government designated representatives 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.

H-11 TIME LOST (MSC 5252.246-9812) (AUG 2005)

H-11.1 Tacking to the End of Charter Period Any time during which the Vessel is off hire under this Charter Party may be added to the charter period, at the Charterer's option. If the Charterer exercises its option to extend the charter period pursuant to this sub-clause, the charter period shall be deemed to include such extension and hire shall be payable at the rate(s) which would otherwise have been payable during each period of off hire.

H-11.2 Excessive Time Lost The Charterer may by written notice cancel this Charter at no cost to the Government whenever, in any given 365-day period, for any reason whatsoever, more than 30 days are lost except for time lost as a result of the causes set forth in subparagraph H-4 (WAR) above. 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.

H-11.3 Relationship to Other Remedies No remedy conferred by this paragraph upon the Charterer is intended to be exclusive of any other remedy already conferred by this Charter Party now or hereafter existing at law or in equity or by statute.

H-12 NEGLIGENCE OF PILOTS (MSC 5252.247-9815) (AUG 2005)

The Government, as the Charterer, shall not be held responsible, liable, or accountable for losses sustained by the Owner or the Vessel through the negligence of pilots or tugboats although engaged by the Charterer. Pilots and tugboats shall be considered servants of the Owner.

H-13 PORT CHARGES AND EXPENSES (MSC 5252.232-9811 (AUG 2005))

H-13.1 Expenses for Charterer Except as otherwise provided herein, the 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 the Charterer's direction. Agency fees, provided not incurred for the convenience of the Vessel or the Owner, shall also be for the Charterer's account. 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 therefore shall be as mutually agreed and, if for the Charterer's account, said costs shall be incurred only after prior written approval from the Contracting Officer.

H-13.2 Reimbursement All of the charges incurred for the Charterer's account as noted in H-13.1 above shall be paid by the Owner if so required by the Charterer. The Charterer shall thereafter reimburse the Owner for such charges in accordance with Section G-5 (Payment) and Section G-7 (Reimbursable Supplies and Services (Charters)).

H-14 OWNER'S OBLIGATION

(a) Provisions, Insurance, Wages, Fees, and Other Expenses The Owner shall, unless otherwise provided herein, provide and pay for all provisions; deck, engine room, and galley stores; lube oil; slop and garbage removal/disposal; 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 Section H-13 (Port Charges and Expenses) above. The Owner will be responsible for all port charges associated with the foregoing.

(b) Dispatch The Owner, through its agents, employees, and servants, shall commence and prosecute the voyages made pursuant to this Charter with utmost dispatch and shall render all customary assistance with the Vessel's crew and equipment.

(c) Logs The Owner shall have maintained onboard the Vessel deck and engine room logs, true copies of which shall be retained by the Owner and made available to the Charterer at any time upon request and at no cost to the Government for a period of 10 years after the expiration of this Charter Party. Logs shall be legible and in English.

H-15 Fuel (MSC 5252.247-9821 (Jun 1998))

H-15.1 Delivery Bunkers. Upon delivery of the Vessel, 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 and the Charterer shall pay the Owner for such fuel at the current market price at the port of delivery upon certification and verification of such statement by the Contracting Officer. The Charterer shall pay for the on-hire bunker survey if performed by an independent surveyor and required by the Contracting Officer. The Owner shall provide additional bunkers as may be required by the Charterer prior to the acceptance of the Vessel by the Charterer; and the Charterer shall reimburse the Owner all costs directly connected with the bunkering of the additional fuel, including but not limited to lighterage, dockage and similar charges, and taxes related therewith. The Owner shall provide 10 days advance notification of bunker requirements to the applicable MSC area command (SEALOG) office and to the Contracting Officer's Representative.

H-15.2 Provision of Fuel. The Charterer shall ordinarily supply or cause to be supplied any or all of the fuel required by the Vessel during the period of this Charter. The grade of such fuel is to be specified by the Owner, and the grade supplied shall be at least that grade unless otherwise mutually agreed.

Fuel Oil Sampling and Testing.

- a. For charters exceeding six months, the Owner shall provide and install a "continuous drip-type" fuel oil testing flange to obtain fuel samples. The Charterer shall bear all costs for fuel testing. The Charterer will provide to the Owner all sample bottles, primary sample containers, seals, and prepaid mailers necessary for collecting and testing bunker fuel. During each bunkering, the Owner shall be responsible for collecting the primary sample by IMO MARPOL VI specified continuous drip sample method, and then generating four individual samples from the primary sample. All samples shall be clearly labeled, sealed and serialized. The four individual samples consist of the 1) MARPOL, 2) Offship Lab, 3) Vendor and 4) Offship Retest samples. The Owner shall retain the MARPOL sample in accordance with MARPOL VI regulations, mail the Offship Lab sample to the Charterer's designated fuel lab using the prepaid mailer, offer the Vendor sample to the fuel supplier, retain the Offship Retest sample until the later of the time that the fuel is consumed or 90 days. These actions shall be completed within 24 hours of completion of the bunkering effort. The Owner shall record the serial numbers and disposition of all sample bottles in the Ship's Log.
- b. For charters of six months or less, the Owner shall perform and bear all costs associated with fuel testing. At a minimum the Owner shall collect, seal, and serialize a MARPOL VI retained sample and an Offship Test sample. The Owner shall have the Offship sample tested in accordance with ISO 8217:2005 for the fuel bunkered. All test results shall be forwarded by email to (b)(4)

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.

H-15.3 Owner's Purchase of Fuel. Open market commercial sources may be utilized only when the required sources identified are either not available or would cause the diversion or delay of the ship. The SEALOG will direct the Contractor to send bids to the Contracting Officer for review and authorize as appropriate. Payment of the contract price will not be reduced in accordance with Section H-15.4 below, "Off-Hire," for delays caused by the inability to obtain fuel/oil due to circumstances beyond the Contractor's control.

The Owner shall, if directed by the Charterer, purchase fuel for the Vessel, in which case the Charterer shall reimburse the Owner the cost of all fuel (excluding lube oils) procured by the Owner and loaded in the Vessel during the period of this Charter. If the Owner is required to incur costs under this paragraph by the Charterer, the Charterer shall thereafter reimburse the Owner for the reasonable expenses of such fuel upon presentation of properly certified vouchers, supporting receipts, and other documentation which justify the charges as fair and reasonable in accordance with Section G-5 (Payment) above. The Owner shall not, however, be reimbursed any amount in excess of the current market price of such fuel at the place of loading plus all reasonable expenses incurred by the Owner in loading said fuel on board the Vessel. The title to all fuel for the cost 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, in the case of any such fuel which is purchased for the performance of this Charter. The Charterer shall be afforded all benefits of Owner's contracts for its fuel requirements, including but not limited to any savings addressed in Section H-25 (Savings) below.

H-15.4 Off-Hire. If the Vessel 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.

H-15.5 Redelivery. Upon redelivery of the Vessel, 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.

The Charterer shall be credited with the value of fuel on board at the time of redelivery, computed at the current market price at the port of redelivery.

H-15.6 Reasonable Expenses. The term "reasonable expenses" as used in this paragraph, shall mean all reasonable costs excluding crew overtime which are necessarily incurred in loading said fuel on board the Vessel 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; cost of shifting lighters for the convenience of the Vessel, handling lighter lines; and such similar expenses which the Charterer shall find were necessarily incurred in the loading of fuel on the Vessel during the period of this Charter.

H-15.7 Fuel Reimbursement. The Government will reimburse the Contractor for all reasonable expenses incurred for the purchase of commercial fuel oil including commercial accessorial charges. Purchased fuel will be invoiced under separate Line Items. Accessorial charges may include charges commercially prescribed for loading fuel from lighters, lighter demurrage or detention, shifting lighters for the convenience of the ships, handling lighter lines, and other such expenses which the Contracting Officer finds necessarily and reasonably incurred in the loading of fuel on the ships. Accessorial charges shall be reimbursed as provided for miscellaneous port services in Section H-13.

H-15.8 Fuel Invoices. Invoices for reimbursement of purchased fuel shall include original, signed and complete price quotations received from all vendors solicited by the Contractor together with a copy of the Contracting Officer's consent to subcontract.

H-16 REDUCED OPERATIONAL STATUS (LAYUP) (MSC 5252.212-9805) (AUG 2005)

H-16.1 Charterer's Option The Charterer shall have the right to direct the Owner to place the Vessel in a period of reduced operational status (ROS). During any such period the rate of hire shall be as stipulated in the applicable boxes in Section B. The less-than-10-day rates stipulated in Section B shall apply over the full term of: (a) any ROS period which actually extends less than 10 days, and (b) any ROS period which is initially estimated by the Charterer to extend less than 10 days, regardless of the actual duration. The 10-day-and-longer rates stipulated in Section B shall apply over the full term of any ROS period which is estimated to and does extend 10 days or longer, without reference to any other ROS or FOS rates.

H-16.2 Notice to Owner The Charterer shall give the Owner written or electronic notice or, in the event notice is given by telephone, written or electronic confirmation of exercise of the right specified in H-16.1 above, including with said notice an estimate of the duration of the ROS period. Such notice shall also specify the time at which the period of ROS is to commence, which time shall not be less than 48 hours subsequent to the receipt of such notice by the Owner or its representative. The Charterer shall give the Owner written or electronic notice or, in the event notice is given by telephone, written or electronic confirmation of termination of the period of ROS. Such notice shall specify the time at which such period shall terminate, which time shall be at least 72 hours (Saturdays, Sundays and holidays excluded) subsequent to the receipt of said notice by the Owner or its representative; provided, however, that by agreement between the Owner and the Charterer the Vessel may be returned to full operational status (FOS) before the time specified in the notice of termination of the reduced operational period.

H-17 WAIVER OF CLAIMS (MSC 5252.233-9801(AUG 2005)) All claims whatsoever under this contract shall be submitted to the Contracting Officer pursuant to the clause entitled "Disputes" within six months of the accrual of the claim. All claims not so submitted shall be deemed waived by the Owner.

H-18 CHARTER NOT A DEMISE (MSC 5252.247-9823 (DEC 1988)) Nothing herein contained shall be construed as creating a demise of the Vessel(s) to the Charterer, the Owner under this Charter retaining complete and exclusive possession and control of the Vessel(s) and her navigation.

H-19 SUBCHARTER (MSC 5252.247-9822 (AUG 2005)) 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 the Charterer shall enter into any such charter, the Charterer shall nevertheless remain responsible for the performance of this Charter. Any such subcharter shall include a provision that it is subject to the provisions of this Charter.

H-20 GENERAL AVERAGE (MSC 5252.247-9818 (AUG 2005)) General average shall be adjusted, stated and settled according to the York-Antwerp Rules 2004, and any subsequent modification thereof, in the port of New York and according to the laws and usages of the port of New York. In such adjustment, disbursements in foreign currencies shall be converted into United States Dollars at the exchange rate prevailing in the United States on the date made and allowances for damage to cargo claimed in foreign currency shall be converted into United States Dollars at the exchange rate prevailing on the last day of discharge of such damaged cargo from the Vessel. Notwithstanding the foregoing, the Charterer's contributions in general average shall in no event exceed three times the Owner's contribution for any single general average incident.

H-21 SALVAGE

H-21.1 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 the Charterer during deviations for the purpose of performing salvage service.

H-21.2 When engaged in the carriage of Government cargo and if requested by the Charterer, the Owner agrees to accept Navy salvage services. Such services may be provided using Navy personnel and resources or Navy contracted resources.

H-21.3 In providing such services, the Navy, through the Charterer, agrees to waive all claims for "pure" or "bonus" salvage. Instead, the Charterer shall be entitled to the following:

H-21.3.1 In those cases in which the salvage services are provided by Navy personnel and resources, the salvage claim shall be limited to a schedule of current per diem rates and allowable expenses as established by the Navy's Supervisor of Salvage. In no event shall such amount exceed a maximum claim of \$25,000 per day.

H-21.3.2 In those situations in which the Navy utilizes contracted resources to deliver assistance, the Owner shall be liable for the actual daily rate charged to the Navy by the Contractor(s).

H-21.4 It is understood that this limited Supervisor of Salvage claim is asserted against the Vessel only, is solely for the Vessel's account, and does not include any amounts for the salvage of the Government's cargo. Notwithstanding any other provisions of this contract, this limited Supervisor of Salvage claim IS NOT directly or by way of setoff chargeable in whole or in part to the Government by way of general average or otherwise.

H-22 LIMITATIONS (MSC 5252.247-9832 (JAN 1999)) 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 Owner for the Owner's failure to perform the requirements and obligations of this Charter or such statute or rule of law limiting the Owner's liability is subordinate to any statutorily mandated provision of this Charter Party 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 (against parties other than the Charterer) on the theory of personal contract or otherwise.

H-23 ALTERATIONS (MSC 5252.245-9801 (AUG 2005)) The Charterer shall be at liberty to make any additional alterations it may require beyond what is onboard at the commencement of this Charter, such work to be done at the Charterer's expense and on its time. The Charterer shall thereafter, during the period of this Charter, leave the Vessel in her original condition, ordinary wear and tear excepted, provided that the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or

removal. The Charterer shall be at liberty 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. Such equipment, armament, materials, and gear so fitted are to be considered "Government Property" under the terms of FAR clause 52.245-02 incorporated by reference. The Charterer shall, during the period of this 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.

H-24 STANDARDS OF APPEARANCE (MSC 5252.247-9864 (JUL 1991)) The Vessel operated under the proposed Charter will operate in direct support of the U.S. Government and the Department of Defense. In this direct support role, the Vessel is a representative of the U.S. government. It is, therefore, important that the operation meets the highest possible standards of appearance and Vessel smartness. To this end, the Owner and operator will institute a continuous program of Vessel(s) maintenance. The hull, decks, deckhouse, and all appurtenances will be cleaned and preserved as necessary and painted as required. The interior of the Vessel's deckhouses will be maintained in a clean and orderly state, with all equipage properly and securely stowed. The main and auxiliary machinery spaces will be kept clean and free of excessive accumulations of oil and debris. All spaces will be lighted to allow safe operation and correct maintenance of machinery and equipment.

H-24.1 All cargo holds will have adequate lighting to permit safe cargo operations 24/7.

H-25 SAVINGS (MSC 5252.232-9813 (JUN 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 reimbursed 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.

H-26 LAW GOVERNING (MSC 5252.247-9833 (JUN 1998)) This Charter Party shall be governed by the laws of the United States.

H-27 SUBSTITUTION Subject to the Charterer's approval, the Owner may, at any time, propose a substitute a Vessel or Vessels. The nominated Vessel or Vessels shall possess the same characteristics as the Vessel or Vessels being replaced. Approval of a vessel substitution is a matter with the Charterer's sole discretion.

H-28 RESERVED

H-29 BONUSES

(A) The delivery ballast bonus identified, if applicable, is in consideration of the Vessel's timely delivery and loading at the port, place, or range stipulated in Box 2 of this Charter, said Vessel having positioned there in ballast from the area identified elsewhere in Section B.

(B) Charterer shall have the unilateral right to change the delivery port or place once or more often, always consistent with Box 2.

(C) Should Charterer order Vessel(s) to deliver at a port or place other than that intended in Box 2, and should said change necessitate a ballast passage either shorter or longer than originally contemplated, the bonus shall be adjusted. This adjustment shall be proportionate to the change in ballast distance, expressed as a percentage variation describing the difference between the ballast distance run and the ballast distance originally contemplated.

(D) The redelivery ballast bonus, if applicable, is in consideration of the necessity to reposition the Vessel(s) in ballast to its customary trading range after its redelivery at the port, place or range stipulated in Box 3 of this Charter.

(E) Charterer shall have the unilateral right to change the redelivery port or place once or more often, always consistent with Box 3.

(F) Should Charterer order Vessel(s) to redeliver at a port or place other than that intended in Box 3, and should said change necessitate a ballast passage either shorter or longer than originally contemplated, the bonus shall be adjusted. This adjustment shall be proportionate to the change in ballast distance, expressed as a percentage variation describing the difference between the ballast distance run and the ballast distance originally contemplated.

(G) Unless otherwise agreed, the delivery bonus shall be considered earned upon acceptance of vessel(s) by Charterer and the redelivery ballast bonus shall be considered earned upon redelivery of vessel(s) to Owner.

(H) In the event a follow-on contract is awarded in direct continuation of this contract, Owner shall not be entitled to a ballast/redelivery bonus under this contract and any bonus or other cost delineated herein for redelivery of the Vessel(s) shall be voided.

H-30 NO-COST CANCELLATION DELAY If it shall become clear to Owner that the Vessel(s) will be delayed in arrival beyond the cancelling date identified in Box 5, Owner may, at the earliest 72 hours before the Vessel(s) is due to sail for the delivery port, ask Charterer in writing whether the right to cancel will be exercised. Upon receipt of such written notice, Charterer shall, within one business day thereafter, exercise one of the following actions:

H-30.1 The Charter may be cancelled at no cost whatsoever to either party and the parties shall be relieved of any and all further responsibilities thereunder; or

H-30.2 The cancelling date may be extended to a date mutually agreed, and all other terms and conditions of the Charter shall continue in full force and effect.

H-31 RESERVED

H-32 RESERVED

H-33 RISK OF LOSS

(A) Statutes The Owner and the Vessel(s) shall have the benefit of all limitations of and exemptions from liability accorded the Owner by any U.S. 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 to the extent such statute or rule of law is subordinate to any statutorily mandated provision of this Charter Party by operation of law.

H-34 STATUTORY EMPLOYEE Pursuant to La.R.S. 23:1061(A)(3) the Department of the Navy, by and through Military Sealift Command, and Contractor expressly provide and agree that the United States of America and/or the Department of the Navy, by and through Military Sealift Command, is the statutory employer of any of Contractor's employees and is entitled to the tort immunity provided in La.R.S. 23:1061 and La.R.S. 23:1032.

H-36 IN-TRANSIT VISIBILITY The Military Sealift Command has implemented a fully automated satellite tracking system (ASTARS) for the purpose of providing In-Transit Visibility (ITV) of its Vessels. To support this system, the Owner's Vessel shall be equipped with an INMARSAT-C Terminal with GPS input.

H-36.1 Prior to delivery of the Vessel, the Owner shall provide to the Charterer the make and model of the INMARSAT-C terminal, its registered identification number, and the specific satellite (POR, AORE, AORW, or IOR) on to which it is currently logged. Once this information is received, MSC technicians will remotely

communicate with the terminal to activate reporting. When no longer required, MSC technicians will stop the terminal from reporting. The Owner shall provide MSC technicians with assistance as required to activate and maintain ASTARS reporting.

H-36.2 The cost of ASTARS reporting shall be included in the fixed price of this Charter.

H-37 MSC SHIPBOARD ANTITERRORISM/FORCE PROTECTION MEASURES (MSC 5252.247-9845 (NOV 2008)).

H-37.1 The owner agrees that the time or voyage chartered vessel will be under the tactical control of an MSC Sealift Logistics (SEALOG) Command. The SEALOG will advise the Master of the vessel of the applicable Force Protection Conditions (FPCON) and security measures he is required to implement.

H-37.2 The Owner agrees that while under charter, U.S. Armed Forces personnel may board the Vessel at any time at any location for U. S. national security purposes, gives consent for such boarding, and agrees to cooperate fully with such U.S. Armed Forces personnel in the boarding party. The Owner also agrees to permit U.S. Armed Forces personnel to search without limitation any and all vessel spaces for U.S. national security purposes.

H-37.3 The Charterer reserves the right, at the Charterer's sole option, to embark armed U.S. Armed Forces personnel at any time during the period of this Charter to protect U.S. Armed Forces personnel, cargo or equipment onboard the Vessel, or to protect the Vessel itself. These force protection personnel will provide security in accordance with rules of engagement established by competent U. S. military authorities and will operate under the command of such authorities. The Owner shall provide accommodations and victualling for these embarked personnel. The Charterer shall reimburse the Owner for all expenses relating to the embarkation force protection personnel as provided in this Charter for Supercargo.

H-37.4 The Owner agrees to render all necessary assistance to U.S. Armed Forces personnel with respect to the identification and screening of crewmembers or such others as may be aboard the Vessel. The Owner consents to the immediate removal of crewmembers or such others as may be aboard the Vessel deemed unsuitable for any reason by the Contracting Officer or U.S. Armed Forces personnel. The Owner agrees to replace any such crewmembers promptly and that such replacements will fully comply with all crew screening requirements. The Charterer agrees to reimburse the Owner for the reasonable costs directly incurred by the Owner with respect to such replacements.

H-37.5 The Owner agrees to comply with the current vessel physical security measures required by relevant MSC Force Protection instructions or other security-related directions from MSC or U.S. military authorities for the threat condition of the area. This may include turning off the Automatic Identification System and Long Range identification and Tracking system onboard the Vessel, or adopting other security measures. Additionally, the Owner of chartered vessels will comply with and implement the requirements of MSC's current SHIPBOARD ANTITERRORISM/FORCE PROTECTION (AT/FP) PROGRAM instruction, COMSCINST 5530.3 Series, as revised, incorporated herein by reference.

H-37.6 The owner agrees to comply with responsibilities addressed in "shipboard military force protection detachment authority to use force" contained in ALMSC 009/03 message. This message includes respective responsibilities of the vessel Master and Mission Commander of the embarked security team. The Charterer, through the MSC Sealift Logistics Command, will provide a copy of this message and MSC N3 Force Protection compliance outline memorandum dated 29 October 2008 to the vessel during the delivery inspection, if applicable, or as requested.

H-37.7 The owner agrees that the Master and Embarked Security Team Mission Commander/Tactical Supervisor on watch shall work together to implement force protection measures. The Master will ensure that the Tactical

Supervisor is aware of ship maneuvers. The Master shall be available to receive reports by the Tactical Supervisor of the tactical force protection picture to allow the Master to maneuver his vessel so as to best protect his vessel and crew.

H-37.8 The owner agrees that the Master will participate in any embarked security team mission brief that may be given upon embarkation of the Mission Commander.

H-37.9 The owner agrees to immediately report all FP incidents, warning shots, firing of flares, and disabling fire to the MSC Sealift Logistics Command. Long term time charters will follow Navy OPREP reporting requirements. In addition, all force protection threats, actions, and incidents will be entered into the vessel's deck log or Force Protection journal as applicable.

H-37.10 The owner agrees that the vessel will have an operational internal announcing system and hand-held megaphone.

H-37.11 For time charters, the Charterer, through the MSC Sealift Logistics Commands, will provide a copy of the Military Sealift Command SHIPBOARD ANTITERRORISM/FORCE PROTECTION (AT/FP) PROGRAM, COMSCINST 5530.3 series and Standard Operating Manual, COMSCINST 3121.9 series during the delivery inspection.

H-38 SECURITY THREAT In the event of a security threat or incident involving the Vessel, crew or cargo during the voyage, the Vessel's Master will report any incident immediately to the MSC Area Command in whose area the Vessel is currently located. The MSC HQ Global Command Information Center (GCIC) should be contacted if the MSC Area Command or Military Sealift Fleet Support Command cannot be reached. Contact numbers will be provided upon award.

H-39 IMMUNIZATIONS U.S. flag time chartered vessel(s) services are considered essential Contractor services to the Department of Defense in support of military and associated support missions. As a result, Masters, officers, crewmembers, and other individuals who are embarked on such vessels for Owner's purposes, including but not limited to subcontractors, are considered Contractor personnel performing mission essential services under DODI 3020.37, November 6, 1990, (Change 1, January 26, 1996), and are subject to the following:

(a) Masters, officers, crewmembers and other individuals, as described above, who are embarked on any vessel(s) subject to this charter shall be medically pre-screened and immunized in accordance with Commander, Military Sealift Command (COMSC) policy, and any changes thereto, in effect or made during the period of this charter, including any options or extensions. Owner shall ensure that all Masters, Officers, crewmembers, and other individuals embarked on any vessel(s) subject to this charter comply with all such immunization programs. Notification of immunization requirements pursuant to this section shall be provided to Owner by the Contracting Officer.

(b) When immunizations are required pursuant to this clause, Owner shall provide notification, as directed by the Contracting Officer, of the immunization status of all embarked personnel within 24 hours of fixture or award. Further, at any time during the contract period, the immunization status of any relief personnel scheduled to board the vessel(s) is required no later than 96 hours prior to the personnel change, unless authorized otherwise by the Contracting Officer.

(c) Any Master, officer, crewmember or other individual who refuses to comply with the immunization requirements, or who is ineligible for a particular required immunization as provided herein, shall be removed by Owner from the vessel(s) as soon as possible, but not later than the next port call unless authorized by the Contracting Officer, and replaced with personnel who either have the required immunization or are eligible and will comply with the policy. Any removal and replacement of personnel pursuant to this clause shall be solely at Owner's expense, including, but not limited to, travel, per diem, wages and associated administrative expenses.

(d) Crew shortages resulting from the application of this section may subject the vessel(s) to being placed off-hire.

H-40 INVESTIGATIONS

The Owner agrees to cooperate in any investigation conducted by the Charterer. Such cooperation shall include, but not be limited to, the production of documents and logs and making the Owner's employees available for interview.

H-41 RESERVED**H-42 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule, including the Box format and excluding the specifications
- (b) Representations and other instructions
- (c) Contract clauses
- (d) Solicitation provisions (prior to award)
- (e) Other documents, exhibits, and attachments
- (f) Specifications

H-43 IDENTIFICATION CARDS

The Government will issue identification cards to the Master, Officers and crew. The Contractor shall be responsible for tracking and, upon redelivery of the Vessel, returning all cards. Instructions for obtaining the cards shall be provided to the Contractor after award.

H-44 MARAD CONSTRUCTION DIFFERENTIAL SUBSIDY (CDS) (MSC 5252.247-9844 (JUN 1998))

The Contractor, if operating a Vessel or Vessels built with Construction Differential Subsidy (CDS) unequivocally agrees that there will be no increase in contract price due to any liability to repay CDS which such Contractor may incur.

H-45 EXTRATERRITORIAL JURISDICTION

Upon award of this contract, the Contractor shall immediately notify all contractor personnel, who are or who will be employed by, or who are or who will be accompanying, United States Naval Forces outside the continental United States (OCONUS), and who are not a host country national ordinarily resident in the host country, that such personnel, and any dependents residing with such personnel, who engage in conduct OCONUS that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States as required by the Military Extraterritorial Jurisdiction Act of 2000, Pub. L. 106-523, 114 Stat. 2488, codified at 18 U.S.C. 3261 – 3267, as implemented by DoD Instruction 5525.11, "Criminal Jurisdiction over Civilians Employed by or accompanying the Armed Forces outside the United States.

Section I - Contract Clauses

CONTRACT CLAUSES

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan Alternate II (OCT 2001)	APR 2008
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000

52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007

252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7021	Trade Agreements	MAR 2007
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program	MAR 2007
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.247-7025	Reflagging or Repair Work	JUN 2005
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) (VARIATION)

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 anytime prior to contract expiration.

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

See Attachment F

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in

savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

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://farsite.hill.af.mil/>
- <http://www.acquisition.gov/far/index.html>

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid__types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

item No.	Item description:
----------	-------------------

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
--.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution --DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The --DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number).**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) This clause applies only if the Contractor is--

(1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or

(2) An unincorporated concern having its principal place of business in the United States.

(c) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification--

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;

(2) Should be based on reasonable estimates; and

(3) Shall state the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;

(ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;

(iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and

(iv) Expenditures not identified under paragraphs (c)(3)(i) through (iii) of this clause.

(d) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

252.247-7026 EVALUATION PREFERENCE FOR USE OF DOMESTIC SHIPYARDS--APPLICABLE TO
ACQUISITION OF CARRIAGE BY VESSEL FOR DOD CARGO IN THE COASTWISE OR
NONCONTIGUOUS TRADE. (AUG 2007)

(a) Definitions. As used in this provision--

Covered vessel means a vessel--

(1) Owned, operated, or controlled by the offeror; and

(2) Qualified to engage in the carriage of cargo in the coastwise or noncontiguous trade under Section 27 of the Merchant Marine Act, 1920 (46 U.S.C. App. 883), commonly referred to as "Jones Act"; 46 U.S.C. 12106; and Section 2 of the Shipping Act, 1916 (46 U.S.C. App. 802).

Overhaul, repair, and maintenance work means work requiring a pierside shipyard period greater than or equal to 15 calendar days.

Shipyards means fixed facilities with drydocks and fabrication equipment capable of building a ship, defined as watercraft typically suitable or intended for other than personal or recreational use.

(b) This solicitation includes an evaluation factor that considers the extent to which the offeror has had overhaul, repair, and maintenance work for covered vessels performed in shipyards located in the United States or Guam.

(c) The offeror shall provide the following information with its offer, addressing all covered vessels for which overhaul, repair, and maintenance work has been performed during the period covering the current calendar year, up to the date of proposal submission, and the preceding four calendar years:

(1) Name of vessel.

(2) Description of qualifying shipyard work performed.

(3) Name of shipyard that performed the work.

(4) Inclusive dates of work performed.

(5) Cost of work performed.

(d) Offerors are responsible for submitting accurate information. The Contracting Officer--

(1) Will use the information to evaluate offers in accordance with the criteria specified in the solicitation; and

(2) Reserves the right to request supporting documentation if determined necessary in the proposal evaluation process.

(e) The Department of Defense will provide the information submitted in response to this provision to the congressional defense committees, as required by Section 1017 of Public Law 109-364.

(End of provision)

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)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT A**GOVERNMENT FURNISHED PROPERTY AND DIRECTIVES (GFP)**

(a) GOVERNMENT FURNISHED PROPERTY

The following equipment shall be considered Government Furnished Property (GFP) in accordance with FAR clause 52.245-2, "Government Property Installation Operation Services."

(b) GOVERNMENT FURNISHED DIRECTIVES

The Contractor shall comply with the following directives, which shall be provided to the Contractor by the Government:

<u>Series Number</u>	<u>Title</u>
COMSCINST 3121.9	STANDARD OPERATING MANUAL (SOM)
COMSCINST 3541.5	DAMAGE CONTROL MANUAL FOR MSC SHIPS
COMSCINST 4470.1	TRANSPORTATION OF SUPPLIES TO AFLOAT PREPOSITIONING FORCE (APF) SHIPS
COMSCINST 4750.2	PRESERVATION INSTRUCTIONS FOR MSC SHIPS
COMSCINST 5530.3	MSC SHIP PHYSICAL SECURITY
COMSCINST 9280.3	DESIGNATION AND MARKING OF HULL STRUCTURE ON MSC SHIPS IN SERVICE (USNS)
DODINST 5220.22	INDUSTRIAL SECURITY MANUAL
NAVSEA OP 3221	LOADING AND STOWAGE OF AMMUNITION AND EXPLOSIVES
OPNAVINST 5530.13	DEPARTMENT OF THE NAVY PHYSICAL SECURITY INSTRUCTION FOR CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (AA&E)

ATTACHMENT E

See DD Form 254, DECEMBER 99 (EF)

Document can be located at the following web-site: <http://www.usaid.gov/policy/ads/500/dd254.pdf>

ATTACHMENT F

DEPARTMENT OF LABOR WAGE DETERMINATION

WD 94-0196 (Rev.-21) was first posted on www.wdol.gov on 06/03/2008

Wage Determination No: 1994-0196
 Director Determinations Revision No: 21
 Date Of Revision: 05/29/2008

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

(not set) - Captain, Harbor Tug 224.93 Daily
 (not set) - Deckhand, Harbor Tug 140.97 Daily
 (not set) - Engineer, Harbor Tug 188.39 Daily
 47010 - Boatswain 236.50 Daily
 47042 - Able Seaman, Maintenance 177.80 Daily
 47043 - Able Seaman, Day/Deck Utility 159.29 Daily
 47044 - Ordinary Seaman 124.48 Daily
 47101 - Chief Electrician 253.05 Daily
 47102 - Electrician/Second Electrician 232.12 Daily
 47130 - Engine Utilityman 183.86 Daily
 47190 - Oiler/Diesel Oiler 183.86 Daily
 47280 - Unlicensed Junior Engineer/Qualified Member of the Engine Department
 47310 - Wiper 147.97 Daily
 47340 - Chief Steward 212.29 Daily
 47341 - Chief Cook 185.91 Daily
 47400 - Steward Assistant 123.52 Daily
 47490 - General Vessel Assistant 147.97 Daily

The term "service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Standard Act. (See CFR, Part 541.)

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract. **VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173) **HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Captain, Harbor Tug

Qualified tug master and operator in charge of the tugboat, its personnel, its operation and maintenance. The Captain is a radio operator, understands and operates radar and other navigational aids used in conjunction with tug-ship operations and tug-barge operations both harbor and ocean. This person must also be qualified in administrative ship business and overall charge of maintenance of the vessel. Must hold appropriate Coast Guard documentation/license.

Deckhand, Harbor Tug

Qualified seaman capable of performing all duties related to tugboat servicing ships and barges both in the harbor and at sea. Must hold appropriate Coast Guard documentation/license.

Engineer, Harbor Tug

Qualified engineer in the operation, the maintenance, both corrective and preventative, and overall supervisor in the proper operation and maintenance of all machinery, both main and auxiliary and electrical and other mechanical gear aboard the tugboat. Also must have administrative ability to keep records and maintain the inventory of parts, tools, fuel, etc. Must hold appropriate Coast Guard documentation/license.

ATTACHMENT G

DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FOR LLL (REV. 7-97)

THIS FORM CAN BE VIEWED AT THE WEB-SITE <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

ATTACHMENT H**OFF HIRE GUIDELINES**Guidelines for full/partial off-hire percentages on readiness issues for vessels:

The following are guidelines for the determination of off-hire charges against the Contractor for specific instances of failure to comply with readiness standards under Section H-6 "Readiness," and H-9 "Off-Hire," of this charter party. These standards are guidelines only and are not construed as binding and inflexible provisions of the charter party. When determining off-hire, the Government will recognize difficulties attributable to the Government which are encountered by the Contractor in transporting repair and spare parts, personnel, and service representatives. The Contracting Officer at all times reserves the right to make off-hire determinations under the specific facts and circumstances of each incident at issue. If, in any particular instance, these standards operate to impose inequitable results on either the Government or the Contractor, the Contracting Officer may make appropriate adjustments to the off-hire amount suggested by the guidelines so as to comport with applicable Admiralty Law and Custom of the Trade practices.

Definitions: OOC = Out of Commission MT = Measurement Tons

Mission Degrading Casualty (as applicable)Percentage Deduction

- | | | |
|----|--|--|
| 1. | Unable to Sail - Main Propulsion Casualty or Other Cause | - 100% |
| 2. | Main Propulsion Casualty (Speed Restrictive) | - % Decrease in Warranted Speed |
| 3. | USCG/Other Authority Restricts Sailing | - 100% |
| 4. | Cranes/Booms OOC | - % Cargo Unable to Work/Additional Time to Up/Down Load Cargo |
| 5. | Other Restrictions on Passenger Operations/ Carriage | - % unable to carry |

* Duration Factors: The following duration factors are applicable for use in determining reduced readiness percentages for AC/DH casualties:

- | | | |
|-------------------------------------|---|-----|
| - 1-15 days following casualty | = | 25% |
| - 16-30 days following casualty | = | 50% |
| - Beyond 30 days following casualty | = | 75% |

Note: For actual issues of lost time (VICE readiness issues), actual time lost to be used to determine off-hire.

ATTACHMENT I

COMSCINST 3121.9 SERIES, MSC STANDARD OPERATING MANUAL (SOM)

Incorporated by Reference

(Copies of this manual are available upon request, or at
<http://www.msc.navy.mil/instructions/pdf/m31219a.pdf>)

ATTACHMENT J**ANTI-TERRORISM/FORCE PROTECTION (AT/FP) REQUIREMENTS**

J-1 Small Arms, Ammunition and Physical Security Equipment and AT/FP Vulnerability Assessments. The Owner shall comply with all applicable provisions of COMSCINST 5530 (series) Shipboard Physical Security.

J-2 Vessel Security The Owner shall comply with all applicable provisions of COMSCINST 5530 (series) Shipboard Physical Security.

J-2.1 Access Control Access control is the first line of defense towards attaining the goal of a secure ship. The Master will ensure that the crew is aware of the importance of access control, and will ensure the procedures described herein are followed.

J-2.2. Vessel Watch A vessel watch will be established at all active accesses. Watch personnel will be equipped with handheld communications devices that maintain clear and reliable communications with the Deck Watch Officer. The Watchstander shall be thoroughly briefed on the duties to be performed. The Watchstander shall perform the duties as described herein:

- A. Maintain a gangway/visitor's log.
- B. Issue a color-coded identification badge to each visitor.
- C. Deny entry to visitors refusing full and complete personal identification or explanation of the intended purpose of their visit.
- D. Arrange escort for visitors when circulation controls are in effect.
- E. As directed, search visitors and their property upon their boarding and departure.

J-2.3 Gangway/Visitor's Log A gangway/visitor's log will be maintained by the vessel watch. The log will contain, at a minimum, the current date, visitor's name, firm represented, name of the space/person being visited, time of arrival, time of departure, and the visitor's ID badge number.

J-2.4 Identification Badge Color-coded (escort required/not required) ID badges will be provided by the vessel watch to each visitor. ID badges will be prominently displayed by each visitor.

J-2.5 Coordination with Shore Personnel Access regulations and procedures in effect aboard ship will be coordinated with shore personnel.

J-2.6 Waterline lighting The vessel(s) shall be equipped with sufficient fixed or portable hull waterline lighting such that, pierside or at anchor, the entire hull is lit at the waterline.

J-3 Physical Security Training The section outlines the training requirements for personnel assigned to force protection duties and for crew training evolutions. The Owner shall comply

with AT/FP training requirements as set forth in COMSCINST 5530.3 Series and COMSC Notice 5530.

J-3.1 Certified AT/FP Officer The Owner will assign one of the licensed Officers as the AT/FP Officer (also known as the Vessel Security Officer) as specified in enclosure (5) to COMSCINST 5530.3 Series. Certification can be obtained through attendance at and graduation of the 5 day Military Sealift Command Force Protection Officer (FPO) Level II training course as coordinated via the MSC MSFSC Training Center EAST Facility. The AT/FP Officer is then certified to provide Level I, Basic Individual Awareness Training to the vessel's crew.

J-3.2 Force Protection Drills The Owner shall conduct a Shipboard Physical Security Drill quarterly IAW COMSCINST 5530.3 series. This drill should be based on a realistic scenario that reflects possible threats that might arise at sea or in port. The drill will utilize those personnel assigned by the Physical Security Bill and should last approximately 45 minutes. A report of this training will be made to the cognizant MSC Squadron Commander and Area Commander when conducted.

J-4 Small Arms Allowance The Government shall provide the ships with small arms, a class 5 gun safe, armory and magazine located in or next to the Master's stateroom or in the ship's armory or magazine for use by the ship's crew to provide Force Protection (FP) within the life lines of the ship. The Master shall be responsible for the custody of all small arms and shall maintain custodial control and accountability, by serial number. Small arms shall only be utilized onboard the ship to protect MSC assets and crew. The Master is authorized to issue small arms to crewmembers that are trained in their use. See OPNAVINST 5530.13 (Series), COMSCINST 5530.3 (Series). An annual inventory of small arms is required to be submitted to Naval Surface Warfare Center Crane, IN.

J-4.1 Ammunition Allowance Ammunition will be provided in accordance with the ship's classified SHIPFILL allowance listing. Ammunition allowance quantities will be consistent with type and quantity of weapons on board. The Government will also supply an amount of ammunition to be maintained on board for the Embarked Security Teams (EST). No ammunition shall be expended for training unless authorized and directed by MSCHQ N34. Ammunition requisitioning and transaction reporting are to be done in accordance with MSC Ordnance Accounting Ashore (OAA) Handbook. The Ordnance Accounting Ashore (OAA) will be responsible for all Ammunition Transaction Reporting (ATR), and Periodic Lot Reporting (PLRs). Ship's Master is responsible for receiving ammo and notifying OAA via email (OAAmsc.ftc@navy.mil) or phone (per phone numbers in the OAA Handbook) of all ammo transactions.

J-4.2 Security and Stowage The Contractor shall maintain the security and stowage of the weapons and ammunition in accordance with OPNAVINST 5530.13 (series) and COMSCINST 5530.3 (series).

J-4.3 Small Arms and Ammunition Issuance to Embarked Force Protection Personnel Master is authorized to sub-custody small arms and ammunition to the Officer In Charge (OIC) of the embarked Force Protection (FP) Detachment for use as required. The OIC FP Detachment will

be responsible for ammunition and weapons in their custody and will provide a signed report of survey for any weapons shortages or damages while in the detachment's sub-custody in accordance with OPNAVINST 5530.13 (Series) and COMSCINST 5530.3 (Series). The OIC will provide the signed report of survey to the Master at the time small arms custody is returned to the ship's Master for all assigned OIC Force Protection Equipment. The Ship Master will notify the Ordinance Accounting Ashore (OAA) via email of any ammo that is missing or has been expended. Upon departure of the FP Detachment the OIC will transfer custody of ammunition back to the Master. The Master shall obtain a full report (including type of weapon, serial number, ammunition, quantity, and survey reports as required) from the OIC of the FP Detachment prior to the OIC departing the ship.

J-5 Force Protection (FP) Equipment All FP material is centrally managed by Military Sealift Command in the Centralized Support Facility located in Fort Worth, TX. Ships will be provided Government issued FP gear per the standard MSC FP AELs (Allowance Equipage List). The Contractor shall contact MSCHQ PM2 Logistics to request replacement of FP items that have been expended, damaged or have exceeded their shelf life or require calibration. The ship will always maintain current inventory of this equipment and will submit inventories on an annual basis to MSCHQ PM2 or whenever requested by the Government. The contractor is responsible for the proper storage and use of this equipment and may be held financially liable for any loss, or destruction of this property. An annual inventory of all Government property is required to be submitted to the Contracting Officer via DD Form 1662 for all Government property onboard as of 30 September each year.

J-6 Physical Security Equipment The Government shall furnish physical security equipment per FP AEL 2-32MSC4362, which will be provided soon after award. The Owner shall designate a separate space for stowage and maintain equipment in accordance with directions provided by the cognizant MSC Squadron Commander. An itemized listing of specific quantities will accompany the equipment and will be presented for custody receipt. The equipment specified shall be considered Government Furnished Property in accordance with FAR clause 52.245-2 entitled "Government Property (Fixed-Price Contracts)."

J-6.1 High Intensity Xenon Searchlight Kit One High Intensity Xenon Searchlight Kit will be delivered to the Vessel(s) and shall be inventoried. The Owner shall designate a separate space for stowage and maintain equipment in accordance with directions provided by the cognizant MSC Squadron Commander. An itemized listing of specific quantities of equipment contained in the kit (including operating instructions) will accompany the kit and will be presented for custody receipt. The equipment specified shall be considered Government Furnished Property in accordance with FAR Clause 52.245-2 entitled "Government Property (Fixed-Price Contracts)."

J-6.2 The Government will provide Gun mounts for the Embarked Security Team (EST) use (when required). The locations and placement will be designed by MSC. The Owner shall designate a separate space for stowage and maintain equipment in accordance with directions provided by the cognizant MSC Squadron Commander.

J-6.3 The Government will provide a high security Ready Service Locker (RSL)/stowage container to be located in the Master's stateroom, office, or other secure and appropriate space. This RSL will normally contain the ship's force weapons and ammunition ready for issue.

J-6.4 The Government will provide a high security RSL/stowage container for stowage of EST ammunition. This container has a 5-foot by 7-foot footprint and cannot be placed below the weather deck or in the ship's house. This RSL must be secured to the deck and provided an electrical and alarm hook up in as easily an accessible weather deck location as possible and shall not interfere with cargo or ship operations.

J-6.5 The Government will advise on placement of gun mounts and ready service locker.

J-7 Small Arms Training Small Arms training will be conducted IAW COMSCINST 5530.3 series and OPNAVINST 3591.1 series.

J-8 AT/FP Vulnerability Assessments Individual Ship Assessments (ISA) are required every two years and are conducted by the Naval Criminal Investigative Service (NCIS). In addition to the ISAs, AT/FP self assessments are required to be completed annually by personnel outside or on the periphery of the security organization (i.e. not the Master or ATO). Also, the ATO is responsible for conducting the following self assessments: upon notification of activation for deployment, transition from ROS to FOS, and pre-hire. MSC AT/FP Self Assessment Checklist is contained in the COMSCINST 5530.3 series.

ATTACHMENT K-1

(Note: Offerors are not to change the spatial structure of this form, i.e. borders, block size, etc.)

1. Complete Name of Reference (Government agency, commercial firm, or other organization)	
2. Complete Address of Reference	
3. Contract Number or other control number	4. Date of contract
5. Date work was begun	6. Date work was completed
7. Contract type, initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date
9a. Reference/Technical point of contact (name, title, address, telephone no. and email address)	9b. Reference/Contracting point of contact (name, title, address, telephone no. and email address)
10. Location of work (country, state or province, county, city)	
11. Current status of contract (choose one): <input type="checkbox"/> Ongoing <input type="checkbox"/> Complete <input type="checkbox"/> Terminated for Convenience <input type="checkbox"/> Terminated for Default <input type="checkbox"/> Other (explain)	
12. Provide brief information describing the contract and the relevancy of the effort to be performed in accordance with the SOW and requirements of the solicitation. Provide an estimated % of relevancy of the referenced contract to the requirements set forth in this solicitation. Relevance can be discussed in further detail on the attached summary description as set forth in block 14 below.	
13a. Did this contract require a Small Business Subcontracting Plan pursuant to FAR 52.219-9? Yes <input type="checkbox"/> , No <input type="checkbox"/> . 13b. If "Yes" to 13a, have you regularly submitted SF 294/295 reports on time? Yes <input type="checkbox"/> , No <input type="checkbox"/> . 13c. Attach a copy of your most recently submitted SF 294.	
14. Provide a summary description of contract work, not to exceed two pages in length. Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions. Attach the explanation to this form.	

ATTACHMENT K-2

**ATTACHMENT K-2
PAST PERFORMANCE EVALUATION**

NAME: _____ **FACSIMILE:** _____

PHONE: _____ **EMAIL:** _____

**INFORMATION REQUEST
PAST PERFORMANCE**

The Military Sealift Command (MSC) is currently in the process of soliciting offers for a contract for the charter of a surface support vessel. _____ provided your name and organization as a reference regarding past performance under _____. Specifically, we are looking for past performance information in the following areas:

- a.) Quality of Service
- b.) Timeliness or Scheduling of Service
- c.) Business Relations/Customer Satisfaction
- d.) Key Personnel and Staffing (Including Subcontractors)

In order for our team to compile its evaluation, we request that you complete the attached survey form and email it, with any other pertinent information, to Andrew Fiske at

(b)(6)

Information can also be sent via facsimile to the attention of Andrew Fiske at (202) 685-5966. Your assistance in accurately accessing the performance of the aforementioned Contractor is greatly appreciated.

Thank you,

Andrew Fiske
Contract Specialist

Military Sealift Command

Attn: Andrew Fiske
914 Charles Morris CT SE
Washington Navy Yard DC
20398-5540

For your convenience, a cover sheet for use in mailing/faxing is provided below.

**ATTACHMENT K-1 (SURVEY):
PAST PERFORMANCE INFORMATION QUESTIONNAIRE, MILITARY SEALIFT
COMMAND, PM2**

DATE:

CONTRACTOR:

The Military Sealift Command, PM2, is conducting evaluations of the contractor identified above. We would appreciate your assessment of this contractor's performance.

SERVICE PROVIDED & WHEN: (Please provide a brief description of the services provided by the contractor and when those services were provided):

EVALUATION CHARACTERISTICS: (Please use the following grading scale and provide examples for other than "Satisfactory" ratings):

SATISFACTORY/MODERATE PERFORMANCE RISK - Performance met contractual requirements. Performance being assessed contained some minor problems for which corrective actions taken by the contractor appeared to be or were satisfactory.

UNSATISFACTORY/VERY HIGH PERFORMANCE RISK - Performance did not meet most contractual requirements. Performance being assessed reflected serious problems for which the contractor's corrective actions were ineffective. There were multiple significant events that the contractor had trouble overcoming, which impacted the customer.

NEUTRAL - The Offeror, its subcontractors or team members and/or its key personnel have no significant performance record relevant or identifiable to the services to be performed.

PAST PERFORMANCE

COMPANY BEING REVIEWED:

REVIEWER:

Please summarize contractor performance in each of the rating areas. Assign a rating of Satisfactory, Unsatisfactory, or Neutral. Rating guidelines are provided above. Additional comments can be provided on a separate sheet.

Quality	Timeliness	Business Relations	Customer Satisfaction	Vessel(s)/Cargo Handling

Return completed form to COMSC N1032. Fax: FAX (202) 685-5966
p. (202) 685-5236

Questions on this review can be directed to (b)(6) at
(b)(6) or (b)(6) or (b)(6) at
(b)(6) or (b)(6)

From:
(Name and Address of Firm) _____

(Point of Contact Name) _____

(Fax/Phone Number) _____

(E-mail Address) _____

To: _____
_____ (b)(6) _____ (b)(6) _____
_____ (b)(6) fax _____ (b)(6) _____
_____ (b)(6) _____

ATTACHMENT L**(c) SMALL ARMS, AMMUNITION AND FORCE PROTECTION/PHYSICAL SECURITY REQUIREMENTS**

(a) Quantity and Type of Small Arms. Small arms and associated hardware and equipment are Government furnished equipment as described herein.

(1) The type and quantity of small arms provided are determined by the Commander, Military Sealift Command and are based on mission and/or sponsor requirements.

(i) The type and quantity of weapons *normally* provided are:

6 each	M9, 9MM pistols
2 each	M14, 7,62 rifles
2 each	12 GA shotguns
1 each	M79, 40MM grenade launcher
4 each	Mk87 mod1, line throwing kits

(ii) Weapons are provided with slings and/or lanyards, holsters, magazines, manuals and cleaning equipment.

(b) Quantity and Type of Ammunition. A classified shipfill ammunition allowance will be created. Quantities are consistent with NAVSEA requirements for each weapon. A quantity of ammunition will also be placed on board to support any Embarked Security Teams (EST). All ammunition for shipboard weapons and ammunition to support ESTs are on the ship's account. The M79 weapon is used only for warning and will not have any high explosive or other type of offensive rounds.

(c) Small Arms and Ammunition Storage. Weapons and ammunition will be stored in accordance with OPNAVINST 5530.13, "Department of the Navy Physical Security Instruction for Conventional Arms, Ammunition, and Explosives (AA&E)." All weapons and ammunition are for the ship's force protection and are considered "READY FOR ISSUE".

(1) The Government will provide a high security Ready Service Locker (RSL)/stowage container to be located in the Master's stateroom, office, or other secure and appropriate space. This RSL will normally contain the ship's force weapons and ammunition ready for issue.

(2) The Government will provide a high security RSL/stowage container for stowage of EST ammunition. This container has a 5-foot by 7-foot footprint and cannot be placed below the weather deck or in the ship's house. This RSL must be secured to the deck and provided an electrical and alarm hook up in as easily an accessible weather deck location as possible and shall not interfere with cargo or ship operations.

(d) Physical Security Equipment. The Government will furnish the force protection/physical security equipment as described herein:

- (1) Six (6) black leather belts, 2 1/2 inches wide.
- (2) Six (6) handcuff cases.
- (3) Eight (8) 9mm ammunition cases.
- (4) Six (6) club carriers.
- (5) Six (6) mace carriers.
- (6) Four (4) key ring straps.
- (7) Eight (8) whistles with chain and hook.

- (8) Six (6) handcuffs.
- (9) Four (4) leg irons.
- (10) Six (6) police clubs.
- (11) Six (6) flashlights.
- (12) Thirty (30) visitor I.D. badges in colors coded for escort required/not required.

(e) Access Control. Access control is the first line of defense towards attaining the goal of a secure ship. The Master will ensure that the crew is aware of the importance of access control, and will ensure the procedures described herein are followed.

- (1) Vessel Watch. A vessel watch will be established at all active accesses. Watch personnel will be equipped with handheld communications devices that maintain clear and reliable communications with the Deck Watch Officer. The Watchstander shall be thoroughly briefed on the duties to be performed. The Watchstander shall perform the duties as described herein:
 - (i) Maintain a gangway/visitor's log.
 - (ii) Issue a color-coded identification badge to each visitor.
 - (iii) Deny entry to visitors refusing full and complete personal identification or explanation of the intended purpose of their visit.
 - (iv) Arrange escort for visitors when circulation controls are in effect.
 - (v) As directed, search visitors and their property upon their boarding and departure.

A. Gangway/Visitor's Log. A gangway/visitor's log will be maintained by the vessel watch. The log will contain, at a minimum, the current date, visitor's name, firm represented, name of the space/person being visited, time of arrival, time of departure, and the visitor's ID badge number.

B. Identification Badge. Color-coded (escort required/not required) ID badges will be provided by the vessel watch to each visitor. ID badges will be prominently displayed by each visitor.

C. Coordination with Shore Personnel. Access regulations and procedures in effect aboard ship will be coordinated with shore personnel.

(f)

- (1) Sufficient hand-held shipboard communications equipment shall be maintained onboard such that, at a minimum, the Master, Chief Mate, Mate-on-Watch, and two pier sentries can be in communication on the same frequency concurrently.
- (2) The vessel shall be equipped with sufficient fixed or portable hull perimeter lighting such that, pierside or at anchor, the entire hull is lit at the waterline.