AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0022	08/10/2010		SHIP GROUP 11

6. ISSUED BY CODE 00091
DOT/Maritime Administration, MAR-380
1200 New Jersey Ave SE, MAR380 W26-429
Washington, DC 20590

7. ADMINISTERED BY *(If other than Item 6)* CODE 00093
DOT/Maritime Administration, CR Acquisition
500 Poydras Street,Room 1223
New Orleans, LA 70130-3394

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

Interocean American Shipping Corporation
302 HARPER DR STE 200
MOORESTOWN, NJ 08057-4701

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA8C05011
(X)	10B. DATED *(SEE ITEM 13)* 07/25/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

No Funding Information

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☑	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

This modification incorporates the following enhancements to improve and maintain currency in the RRF Program Ship Management Contracts.

1. Section C-5.6.4.1 now provides for crew orientation using a video "Onboard Anti-Piracy Measures for Mariners."
2. Section C-5.10.5 now provides for orientation of FOS members on several new topics.
3. Attachment J-1 WAGE DETERMINATION is updated.
4. Attachment J-2 3.4 now recognizes the higher Federal procurement micropurchase threshold of $3,000 for supplies above which competition is required or justification needed in its absence.
5. Attachment J-4 DELIVERABLES is updated with a tutorial on submitting contract deliverables in NS5.
6. Attachment J-9 REIMBURSABLES is updated to clarify Item No. 101 and add Items 152 and 153 clarifying certain high speed internet services.
7. Attachment J-13 REQUIRED TRAINING is updated for consistency with other revisions mentioned above.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* Jill M. Kline	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. United States of America BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 08/13/2010

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost

No Changed Line Item Fields

Previous Total:

Modification Total:

Grand Total:

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

C.1 INTRODUCTION

PERFORMANCE WORK STATEMENT (PWS) FOR READY RESERVE FORCE (RRF) SHIP MANAGER SERVICES

1.1 Mission

The Ready Reserve Force (RRF) is the high readiness subset of the Maritime Administration's, Department of Transportation (DOT), National Defense Reserve Fleet (NDRF) established to support the rapid deployment of U.S. military forces. As a key element of strategic sealift, the RRF is specifically structured to transport military unit equipment during initial surge for U.S. forces deploying anywhere in the world.

1.2 Background

This is a performance based service contract (PBSC) issued by the Maritime Administration for maintenance and operational services for the RRF. Previous fixed price contracts for these services were awarded in 1988, 1993, and 2000 to U.S. commercial ship operating firms. The Maritime Administration expects that this PBSC will improve quality of service, productivity, and maximize cost savings during performance. It is the policy of the Federal Government that agencies use PBSC methods to the maximum extent practicable when acquiring services.

1.3 General Scope

Ship Managers shall maintain assigned RRF ship(s) in Fully Mission Capable Readiness Status and efficiently activate and operate these vessels in support of national emergencies and defense objectives. Services required include labor and supervision to equip, provision, supply, replace, upgrade, maintain or repair structures, equipment, machinery, outfitting, spare parts or supplies. The Ship Manager shall provide administrative support to ensure that all requirements of this contract are accomplished in a timely and efficient manner. Administrative support includes: management personnel, technical support, supplies, materials and services necessary to maintain and operate assigned ships, to the extent that such materials, reporting, and services are not specified as being provided by the Government.

1.3.1 Reimbursables: The omission of any particular item required for the performance of this performance work statement (PWS) does not make the item Government furnished or reimbursable unless expressly provided for in Attachment J-9. All work to be reimbursed shall be authorized by Task Order (TO) prior to commencement of work. All work is to be carried out under competent supervision and completed in a timely and lawful manner.

1.4 Definitions and Abbreviations

Definitions and abbreviations used throughout the contract, Technical Exhibits (TEs) and attachments are contained in TE-1 Section 2.

1.5 The Ship Manager is responsible for the development, implementation, management, and maintenance, including updates and lessons learned, of all required plans under the contract. Ship Managers are responsible for establishing policy and procedures related to these plans, inclusive of all necessary training of supervisory and other appropriate personnel. Ships' officers are responsible for enforcement of Ship Manager policies, plans and procedures. All plans and any subsequent modifications will be incorporated by the Government into its Quality Assurance Surveillance Plan (QASP) (TE-2) as one of the standards which the Government will use to determine compliance. Compliance with all Plans is a performance measurement under the QASP.

1.6 The Order of Precedence Reference.
52.215-8 -- Order of Precedence -- Uniform Contract Format (Oct 1997) Deviation
Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:
(a) The Schedule (excluding the specifications).
(b) Representations and other instructions.
(c) Contract clauses.

(d) Other documents, exhibits, and attachments.
(e) The specifications.

1.7 DELIVERABLES - Unless specifically directed otherwise, all deliverables, listed in Attachment J-4, shall be delivered in an electronic format. Advise COTR delivery has been made.

C.2 MAINTENANCE MANAGEMENT INCLUDING LOGISTICS

Performance Goal: Develop and execute a high quality, comprehensive ship-centric maintenance program. The maintenance management program shall ensure assigned ships are fully compliant to prescribed readiness and mission requirements.

2.1 Regulatory Compliance

The Ship Manager shall:

2.1.1 Perform maintenance, repair, and modification of RRF vessels to ensure compliance with all applicable regulatory requirements as dictated by the Government for U.S. Flag Vessels.

2.1.2 Maintain and operate vessels in accordance with the Code of Federal Regulations (CFR), as inspected by the United States Coast Guard (USCG) and classed by the American Bureau of Shipping (ABS).

2.1.3 Maintain and operate RRF vessels in voluntary compliance with the International Maritime Organization Convention for Safety of Life at Sea (SOLAS) except as specifically exempted in writing by the Maritime Administration. No exemption list currently exists. RRF vessels are exempt from International conventions and treaties only to the extent that those requirements are not promulgated in domestic regulations (CFR). Continue this practice on assigned vessels in their current configurations. Submit additional requirements to sustain voluntary SOLAS compliance to the Contracting Officer's Technical Representative (COTR) for review and approval. (CDRL M-0001)

2.1.4 Review existing regulatory compliance schedules and develops and delivers a comprehensive plan and schedule for accomplishing any regulatory requirements in RMS. (CDRL M-0002)

2.1.5 Ensure accurate scheduling of all regulatory compliance inspections, surveys, and tests. Do not apply for nor anticipate being granted any extensions to regulatory due dates by the regulatory bodies.
However, if the Ship Manager believes an extension is beneficial, it should advise the Maritime Administration COTR as part of its business plan. The Maritime Administration may direct the Ship Manager to request extensions if deemed necessary by the Government.

2.1.6 If at any time and for any reason the Ship Manager cannot maintain the vessel to Regulatory Compliance, shall notify the COTR immediately by telephone with written e-mail follow-up within 24 hours of discovery.

2.1.7 Resolve discrepancies found during the vessel inspection or survey process within the period granted by the regulatory body. Submit a change to their current year Business Plan for corrective actions to be accomplished during the current fiscal year or plan for the work in a subsequent year Business Plan.

2.1.8 Maintain cognizance over changes or additions to regulatory body requirements. The Ship Manager has responsibility to identify changes or additions to regulatory requirements. When changes or additions are identified, notify the COTR in writing. The notice shall clearly describe the change or addition and include a proposal for how the vessel will meet the changed or added requirement. (CDRL M-0003)

2.1.9 Alternative Compliance Program: The Maritime Administration has determined that all ROS vessels shall be enrolled in the ABS Alternative Compliance Program. The Government reserves the right to grant exceptions. Exceptions shall be in writing, by the Chief, Division of Ship Maintenance and Repair (MAR-611). Requests shall be submitted to the COTR. All vessels enrolled in ACP must meet the applicable eligibility criteria established by USCG including full voluntary compliance with ISM.

The following specific work items are envisioned as being required to bring a vessel into ACP:
1. All vessels shall within COI anniversary window submit CG 3752 form for inspection to OCMI with notification thereto of becoming a participating vessel in the ACP Program.
2. OCMI /ABS will coordinate with Vessel for joint inspections (hand-off survey)

3. After successful "hand-off survey" the OCMI notifies G-MOC of same.
4. G-MOC (USCG Headquarters, Office of Compliance - G-MOC) is the Program Manager and notifies the vessel's owner by letter (Copy to ABS Coordinator and OCMI) of vessel enrollment into the ACP.

2.1.9.1 Classification Surveys: ROS motor and steam vessels shall maintain machinery in an ABS approved Preventative Maintenance/Condition Monitoring (PM/CM) program to the maximum extent feasible within the guidelines of the scheduled sea and dock trials. Hull and machinery surveys for ROS-4 and ROS-5 vessels shall remain as continuous except where otherwise approved, in writing, on a case by case basis by the Chief, Division of Ship Maintenance and Repair (MAR-611). Requests shall be submitted to the COTR. The schedule and requirements associated with or supporting the Continuous Hull and/or Machinery Survey (CHS/CMS) Class of ROS-4 and ROS-5 vessels shall be integrated into their Maintenance Management Plans. All other RRF vessels shall remain under special periodic surveys for hull and machinery. It is the Maritime Administration's desire to have as many ROS vessels in continuous survey as possible, however, it is recognized that some Ship Manager's preventative maintenance programs and ship configurations are better suited to periodic surveys. This is an acceptable alternative to continuous survey.

2.1.10 Maintain currency of regulatory body due dates, comments and remarks, as appropriate, within the Maritime Administration MARAD Ready Reserve Force Management System (RMS).

2.2 Readiness

2.2.1 Maintain assigned ships in the designated readiness corresponding to the activation timeframe requirements in TE-4. Readiness is defined as the measure of material condition and preparedness of a vessel to activate within its assigned "R-Status" and sustain operations for 180 days.

2.2.2 Report via e-mail or phone to the assigned COTR the recommended material condition status of the vessel(s). Utilize the following condition status "C-ratings" in making the report (CDRL M-0004):

C-Status Title Definitions Description
C-1 No Mission Degrading Deficiencies Describes a ship having no known deficiencies which impact its mission or activation within assigned R-Status
C-2 Documented and Correctable Mission Degrading Deficiencies Describes a ship which has mission degrading deficiencies which can be corrected within the assigned R-Status
C-3 Mission Degrading Describes a ship, which can be activated within its prescribed R-Status, but has deficiencies, which cannot be corrected within the R-status, and limits the full mission capability of the ship.
C-4 Major Deficiencies prevent the ship from activating or performing its primary mission and cannot be corrected within the assigned R-StatusDescribes a ship that cannot be fully mission capable within the assigned R status, or a ship that has a COI that will expire within 15 days, or a COI that has expired. C4 Status applies to unscheduled or otherwise planned events that result in the vessel's downgrade in readiness.
C-5 Scheduled major repairs in progress; unable to meet assigned R-Status Describes a ship undergoing scheduled major repairs, which prevent it from meeting its assigned R-Status. C5 is only for planned availabilities.

2.2.3 Phase M and Phase O: Vessels shall be in one of the two phases, Phase M or Phase O, as defined below, while assigned to the Ship Manager.

2.2.3.1 Phase M - Maintenance: In this phase, the vessel is preserved, tested (including maintenance sea trials), repaired and maintained in its required state of readiness. Vessels may be in a partially crewed or reduced operating status (ROS-4 or ROS-5) or may be in deep lay-up (RRF-10). During this phase the vessel must be capable of activation within the assigned time frame and of operating continuously for 180 days.

2.2.3.1.1 RRF-10 Phase M: RRF-10 vessels are normally in National Defense Reserve Fleets in cold lay-up with no crews assigned. Offerors may propose as an alternative to the RRF-10 vessel being laid up in the Fleet, that is, lay up at a commercial outport facility with a retention team for each ship bid. The retention team will perform maintenance within their capability and keep the vessel in a high state of readiness. A retention crew is not an ROS crew, although they may be given the option of becoming a nucleus crewmember. They are not required to obtain the same level of training (Attachment J-13) as an ROS crew would have, nor do they have the same benefits (permanent billets) as ROS crewmembers. If a RRF-10 crewmember desires training off of J-13 it will be approved by the COTR on a case by case basis and should be related to maintenance.. If joining the Phase O crew, they must meet standard FOS requirements (see Sections C.5.10 and C.5.4.1). They are not required to maintain internal vessel security.

The Ship Manager is not required to obtain a layberth for the RRF-10 vessels as part of its proposal, however, during the course of the contract, the Maritime Administration may request its assistance at obtaining layberth services as a Prime. RRF-10 vessels with outport locations are listed in TE-4.

2.2.3.2 Phase O - Operation: This Phase involves the operation of the vessel for a specific mission or exercise. The vessel is to be operated in accordance with standard commercial practice and the RRF Operations Management Manual (TE-1). In Phase O the ship is normally under Military Sealift Command's (MSC) operational control.

2.2.4 While in Phase M and Phase O, maintain the vessel in a C-1 or C-2 status.

2.2.5 The Maritime Administration recognizes that events will occur which will result in a C-3 or C-4 status.

2.2.5.1 Notify the COTR within 24 hours of discovery whenever an event occurs which would place the vessel in a C-3 or C-4 status.

2.2.5.2 Initiate planning and as directed by TO take necessary action to correct promptly a C-3 or C-4 deficiency and return the vessel to the required readiness level. Submit a change to the current year Business Plan to reflect corrective actions.

2.2.6 The Maritime Administration recognizes that the vessel will have to be scheduled for C-5 status periods due to regulatory inspections, upgrades, and major maintenance periods.

2.2.6.1 Identify these periods within the vessel's business plan. (CDRL M-0005) The Ship Manager may be expected to adjust its proposed C-5 periods per the direction of the COTR when fleet-wide readiness is evaluated.

2.2.6.2 While the C-5 period must be kept to a minimum, evaluate cost against premium time and work acceleration expenditures in returning the ship to its required C-rating status.

2.3 Preventative Maintenance Plan Development

2.3.1 Develop one (1) preventative maintenance plan for each vessel which addresses both Phase M and Phase O. The plan shall specifically identify where any maintenance action differs between Phase M and Phase O and, if necessary, separate maintenance actions shall be developed and scheduled to reflect what is to be accomplished for the respective phase. Compliance with this Plan, and any of its modifications, is considered a performance measurement under the QASP. The preventative maintenance plan shall take into consideration all facets of inspection, testing, and conditioning the vessel's machinery, equipment, outfitting, and spaces (including structure, habitability areas, cargo areas, etc). The preventative maintenance plan shall include all regulatory body inspections and tests, as required

2.3.1.1 The ship-specific Preventative Maintenance Plan, incorporates both regulatory and preventative maintenance actions, shall be developed when the vessel is inactive. It shall reflect the assigned ROS-4; ROS-5 or deep lay up status (RRF-10). This plan shall be developed so as to ensure the vessel can be activated within the designated activation period, and subsequently sustain operations continuously for 180 days. The Ship Manager will be provided the existing preventative maintenance plan from the Maintenance and Repair Tracking System (MARTS) Vessel Maintenance Action (VMA) database for ROS-4 and ROS-5 vessels and Phase IV procedures for RRF-10 vessels. Existing preventative maintenance plans shall be utilized upon notice to proceed. Revise the existing plan as deemed fit or develop a new Preventative Maintenance Plan. The Preventative Maintenance Plan shall be submitted to the COTR. (CDRL 006)

Scheduled maintenance activations and sea trials are reimbursable and shall be included in the Preventative Maintenance Plan. Provide a cost estimate for maintenance activation and/or sea trial. Acquire qualified Thermography Assessment and Vibration Analysis services to attend sea trials and provide written reports on the condition of vessel electrical installations and machinery per the direction of the COTR. Provide diesel engine analysis for diesel ships. Maintenance actions that can only be conducted or are most practically conducted during the maintenance activation, sea trial, or subsequent deactivation shall be identified in the Preventative Maintenance Plan and scheduled accordingly. Conduct sea trials and dock trials on each assigned vessel at the following intervals:

Intervals Requirement
ROS-4 One (1) Sea Trial Annually
ROS-5 One (1) Sea Trial every other year and one (1) dock trial every other year (alternate years) Sea and dock trials should be based upon the 5 year COI cycle with sea trials performed in the renewal year and the intermediate inspection year. Annual endorsement years get a dock trial.

RRF-10 One (1) Sea Trial every other year. Sea trials performed in the renewal year and intermediate inspection year only. No dock trials.

2.3.1.1.1 Ship Managers will be [or have been] provided an MS Excel spreadsheet by the Maritime Administration which shall be utilized as a template for identifying and scheduling all facets of the PM Plan. This spreadsheet will contain a listing of all equipment in the vessel's current configuration database. The Ship Manager shall enter data supporting the PM Plan such as frequency of maintenance or inspection, running hours, description of the action, etc. The ship manager shall expand the spreadsheet to include any additional equipment or spaces requiring maintenance. The Ship Manager may develop a separate MS Word document for those PM Plan descriptions which require a large text field. If the Ship Manager requires the larger text field(s), all additional PM actions will be consolidated to a single MS Word file. Each action depicted within the MS Word file shall be preceded by the "EQCODE" number for that specific equipment.

2.3.1.2 After initial submittal of the PM Plan spreadsheet and, if required, supplemental MS Word document, the Maritime Administration will upload the information into RMS. The Ship Manager will be responsible for maintaining the data within RMS after being uploaded to the system.

2.3.1.3 The Preventative Maintenance Plans shall be submitted to the COTR for initial review. After initial submittal and acceptance, the Preventative Maintenance Plan shall be included with the Ship's Business Plan. Any revisions to either plan after initial submittal shall be identified in writing to the COTR. (CDRL- RESERVED)

2.3.1.4 The Ship Manager shall utilize the Preventative Maintenance module in RMS to document the execution of the preventative maintenance plan. Any anomalies or findings of the equipment, system, or space through the execution of the PM Plan shall also be recorded.

2.3.1.5 Preventative Maintenance Plans for Vessels in NDRF sites
Ship Managers are responsible for the development of a preventative maintenance methodology.
For RRF-10 Vessels in the Fleet: Offerors have a choice:

a. If the NDRF Fleet personnel perform maintenance procedures they will use the generic preventative maintenance procedures in the VOA Tech Library - "RRF 10 Maintenance Procedures." If the Ship Manager requires any additional preventative maintenance, they must itemize this in the Preventative Maintenance Plan including an hourly estimate ($59/hr).

b. Or the offeror will take the generic maintenance procedures, explain any modification to these in the Maintenance Plan and complete all of the work with their own resources.

2.3.2 Utilize The Maritime Administration's Water Chemistry support contract for procurement of kits and chemicals for the testing and conditioning of boiler water and diesel engine cooling systems. Provide reports on equipment as required. (CDRL M-0010)

2.3.3 Participate in the Maritime Administration's Lube Oil Analysis program. The Lube Oil Analysis program requires samples be submitted to the Maritime Administration's support contractor for all identified machinery as depicted in the vessel-specific testing schedule.

2.3.4 Integrate water chemistry and lube oil analysis into the preventative maintenance plan as applicable.

2.4 Corrective Maintenance and Repairs

2.4.1 Subject to the limitations of funding provided by the Maritime Administration, accomplish all corrective maintenance and repairs to the vessel. Corrective maintenance and repairs include all tasks necessary from initial identification of an unsatisfactory condition through final acceptance of the corrected item. This includes, but is not limited to, overhauling, repairing, or replacing with new machinery, equipment, installations, and spaces (including structure, habitability areas, cargo areas, etc.) to remedy an unsatisfactory condition.

2.4.2 Recommend and, as directed by COTR, accomplish modifications or upgrades determined to be beneficial to the vessel and its performance, extend the vessels life cycle, or enhance its cargo carrying capacity.

2.4.3 Identify deficiencies on the vessel which impact or may potentially impact the performance of the vessel, readiness, regulatory status, safety of the crew, and threaten the environment.

2.4.4 Enter all deficiencies into the Maritime Administration's RMS as an official record. (CDRL M-0011)
The deficiency shall be depicted within the Maritime Administration's RMS with a clear and concise statement of work that includes a cost estimate, planned completion date, duration to complete (number of days), contractor assistance required, and if the vessels readiness will be impacted during the repair period. Identify the impact of each work item on the readiness of the vessel and determine the applicable "C-status" for that item (reference Section C.2.2 or TE-1 Section 2 for definition of C-status).

2.4.5 Determine if deficiencies require immediate accomplishment or can be deferred to a later date or during the next activation (scheduled or unscheduled). Any deficiency that will place the vessel in a C-2 status shall be entered into the Maritime Administration's RMS within 48 hours of initial identification. Notify the COTR within 24 hours of identification for any maintenance or repair item or cumulative items that will place the vessel in a C-3 or C-4 status and enter the deficiency into the Maritime Administration's RMS at the next opportunity. All other repair items, upgrades, and enhancements shall be entered into rhe Maritime Administration's RMS at the discretion of the Ship Manager for funding consideration

2.4.5.1 In the event that a situattion or condition develops that poses a threat to life, limb, property or the environment, take immediate action to protect or preserve the same.

2.4.6 Performance of Repair Work

All repair and/or up-grading work required in conjunction with the contract (including all surveys and correction of sea trial deficiencies, or any other deficiencies that may be noted up to time of delivery and acceptance previously noted or not) necessary to meet all requirements of this contract shall be accomplished in a U.S. ship repair facility, unless the work is for emergency, or mission essential repairs, or for pre-positioned ships which are deployed overseas, or for any vessel forward deployed outside of the United States.

2.5 Business Plan Development (Maintenance and Repair)

2.5.1 The Business Plans shall encompass all known facets of the budget, scheduling, maintenance, repair, manning, training, regulatory compliance, and operation (if planned) of the vessel. The Business Plans shall identify all estimated resources and scheduling for successful execution.

2.5.1.1 Submit initial detailed estimates of activation, operation, and deactivation costs for each vessel by item.

2.5.2 RESERVED

2.5.3 Identify the required work; estimate the cost and schedule for projected actions, i.e., preventative maintenance, corrective maintenance, and regulatory surveys and inspections; define the necessary resources; and schedule the execution of these actions to sustain the vessel in its required readiness. Documentation of these proposed actions and scheduling is part of the vessel's Business Plan. (CDRL M-0012)

2.6 Business Plan Execution (Maintenance and Repair)

Execute the Current Year Business Plan for each assigned vessel in accordance with the respective Plan's scope and schedule, subject to the obligation of funds. This shall be applicable regardless if vessel is in Phase O or M. Report status of individual tasks within the plan utilizing RMS. Maintain all data in RMS reflecting start and completion dates (planned and actual); work items (planned, in progress, and completed); method to complete; obligated and actual costs; and other supporting data elements as required by the system. (CDRL M-0013)

2.6.1 Maintain a historical database of work and repairs accomplished, to include associated costs accurately categorized by equipment, system or space. Use RMS database to refine and justify outyear business plans.

2.6.2 During the course of executing the business plan, the Maritime Administration recognizes that there may be events which will cause the Ship Manager to append or deviate from the plan as it was agreed upon, e.g., no-notice activations, the Maritime Administration imposed funding limitations, changes to readiness level, shipyard availability, unforeseen and unanticipated repairs, implement upgrades or changeouts, etc.

2.6.3 Notify the COTR within 24 hours for any unplanned situation or condition, which changes the readiness status of the vessel. In the event that a situation or condition develops that poses a threat to life, limb, property or the environment, take immediate action to protect or preserve the same.

2.6.4 Notify the COTR in the event a change is required in the Business Plan. Recommend an appropriate course of action and identify all impacts to the balance of the Business Plan (including outyears, if necessary). Make all necessary modifications to RMS to reflect the changes.

2.6.5 - RESERVED

2.7 Turnover of RRF Vessels

2.7.1 Initial turnover. Within 14 days after NTP, a joint Maritime Administration/Ship Manager material condition survey shall be conducted as follows:

- The Maritime Administration will provide a print out of deficiencies per vessel. All known deficiencies and requirements will have been entered in the RMS. A Maritime Administration surveyor and the Ship Manager's representative shall verify these deficiencies and conduct a joint material condition survey of the vessel using an MA-58 (Ship Survey) as a checklist.

- New repair and maintenance requirements shall be entered into RMS by the Ship Manager.

- Recommendations to remove or modify existing requirements shall be provided to the Maritime Administration COTR as part of the business plan.

- A completed Ship Survey Form, MA-58, with narrative attachment shall be provided to the Maritime Administration COTR .

- Concurrent with this survey, other requirements of the contract may also be conducted, for example, C.4.3.4.2.1 baseline security assessment.

2.7.2 Within forty-five (45) days prior to the completion of this contract, a joint Maritime Administration/Ship Manager Material Condition Survey shall be conducted and documented on form MA-58 (SHIP SURVEY REPORT). If the contract is terminated for default or convenience, the Maritime Administration will arrange a mutual date to conduct the survey. This condition report shall be delivered to the Maritime Administration COTR within one week of the survey date. A copy shall be provided to the ACO.

2.8 Logistics

The Ship Manager shall:

2.8.1 [Formerly 3.1.1] Responsibility. Account for all Government Furnished Properties (GFP) in accordance with the contract. This includes, but is not limited to, all shipboard accountable property, technical manuals, drawings and spare parts. Preserve, manage and control all spare parts, accountable property, ship's drawings and technical manuals in a manner that prevents waste, theft and unnecessary procurement.

2.8.2 [Formerly 3.1.2] Property Control Systems. Maintain a Maritime Administration approved Property Control System in accordance with Federal Acquisition Regulations (FAR) 45.5, the RRF Logistics Management Manual, (TE-5), and the PC-SAL Users Manual. (NOTE: PC-SAL is a legacy Maritime Administration computer system. The functionality of PC-SAL will be incorporated in RMS. During the first year of the SMC, the Maritime Administration will replace or re-issue manuals as required to reflect RMS applications for logistics operations and spare parts management. The term "PC-SAL" has been replaced in contract documents, however other documents may still refer to this legacy system. Whenever such references are encountered, the term RMS is substituted.) The Ship Manager is not responsible for translating foreign language documents, contained in the property control system, into English.

2.8.3 [Formerly 3.1.3 Records]. Maintain complete, current and auditable records of all GFP transactions in accordance with FAR 45.5 and TE-5. Records of spare parts, accountable property, technical manuals, and drawings shall be maintained in the vessel's RMS computer system in accordance with the RMS manual.

2.8.3.1 [Formerly 3.1.3.1] Maintain the following files onboard each vessel:

a) Documents used to ship any item of GFP off the vessel or receive any item of GFP onboard the vessel; and

b) Copies of Reports of Survey (DOT Form 4410.1) initiated by the Ship Manager for items lost, damaged or destroyed onboard the vessel.

2.8.4 [Formerly 3.1.4] Training. The Maritime Administration Logistics Management Officer (LMO) will schedule training and issue passwords for the MLSS before Ship Manager personnel use it.

2.8.5 [Formerly 3.1.5] Accountable Property - Acceptance Inventory. Conduct a joint (with Maritime Administration) and complete physical inventory of all of the vessel's accountable property. RMS will be adjusted to reflect the results of the inventory. At the conclusion of this reconciliation process the Ship Manger will acknowledge the receipt of the entire inventory of accountable property as well as the accountable property database contained in RMS. (CDRL L-0001)

2.8.6 [Formerly 3.1.6] Completion or Termination Inventory. At the completion or termination of the contract, conduct a joint (with the Maritime Administration) and complete physical inventory of the vessel's accountable property. The results of this inventory will then be reconciled with the accountable property database contained in RMS. Provide a written survey for each item found to be lost, damaged or destroyed. (CDRL L-0002)

2.8.7 [Formerly 3.1.7] Maintain a complete and 100% accurate inventory of all accountable property in RMS

2.8.8. [Formerly 3.1.8] Annual Inventory. Conduct and report the results of a complete physical inventory of accountable property in accordance with TE-5. (CDRL L-0003) This inventory is conduct on/about the anniversary date of contract award on a yearly basis, unless otherwise directed by the COTR. NOTE: Results of this inventory are due January 19, 2007 for FY 07 only. This is a one-time extension of the due date.

2.8.9. [Formerly 3.1.9] Post Phase O Inventory. Conduct and report the results of a complete physical inventory of accountable property in accordance with TE-5. This includes sea trials as well as Phase O. (CDRL L-0004)

2.8.10 [Formerly 3.1.10] Accountable Property. Submit a DOT Form 4410.1 for all lost, damaged or destroyed accountable property in accordance with TE-5. The COTR is responsible for determining whether or not to replace missing accountable property. A survey board will decide the issue of liability. If the Ship Manager is deemed liable for missing, lost or damaged property, the Contracting Officer (CO) will deduct the appropriate value of the item from monies due the Ship Manager.

2.8.11 [Formerly 3.1.11] Failure to Submit Required Survey Form (DOT Forms 4410.1) within five (5) working days after the Completion or Termination Inventory. The value of the items found lost, damaged or destroyed will be deducted from monies due the Ship Manager until the required documents have been both submitted by the Ship Manager and fully reviewed and processed by the Maritime Administration.

2.8.11.1 [Formerly 3.1.11.1] Recovery of Funds for failure to use agency assets. Except as provided for in TE-5, the Administrative Contracting Officer (ACO) will deduct from monies due the Ship Manager as recovery of funds for the cost of spare parts procured by the Ship Manager when the same item (or a valid serviceable alternate), was available in any of the three (3) Shore-based Spares (SBS) warehouses at the time the purchase order was placed unless it is determined by the Maritime Administration that special circumstances preclude such a deduction. A Ship Manager has ordered a part which the Maritime Administration deducts the cost of because it is available within the 3 SBSs, may return the same part for vendor credit. The SM will pay all associated costs of the return.

2.8.12 [Formerly 3.1.12] Spare Parts, Technical Manuals and Ship's Drawings

2.8.12.1 [Formerly 3.1.12.1] Acceptance Inventory of Spare Parts, Technical Manuals and Ship's Drawings. Jointly with the Maritime Administration, obtain and inventory a sample of the vessel's spare parts, technical manuals and ship's drawings in accordance with the statistical standards provided in TE-5. The results of this inventory will be jointly recorded. (CDRL L-0005) This sample will include spare parts stored in the following locations:

a) Loose spare parts;
b) Spare parts mounted on bulkheads; and
c) Spare parts contained boxes and cabinets, both sealed and unsealed.

2.8.13 [Formerly 3.1.13] Acquisition of Spare Parts: Unless otherwise directed by the COTR, be responsible for the acquisition of spare parts in accordance with the Shipboard Allowance List (SAL) and available funding.

When a requirement for any replacement or spare part is identified, review the most recent MLSS CD-ROM and confirm that no valid serviceable asset is available in the three (3) Maritime Administration SBS warehouses. Except as provided for in TE-5 and in accordance with 41 CFR101-26.107, if a valid serviceable spare part (or alternate) is available in any SBS warehouse, request the item. Ship Managers will be reimbursed for travel to warehouse to verify the serviceability of parts. Ship Managers who order parts may return them for vendor credit. All costs associated with the return of improperly order parts will be to the Ship Manager's account.

2.8.13.1 [Formerly 3.1.13.1] Termination or Completion Inventory of Spare Parts, Technical Manuals and Ship's Drawings. Jointly with the Maritime Administration, obtain and inventory a sample of the vessel's spare parts, technical manuals and ship's drawings in accordance with the statistical standards provided in TE-5 and (CDRL L-0006). The results of this inventory will be jointly recorded. This sample will include spare parts stored in the following locations:

a) Loose spare parts;
b) Spare parts mounted on bulkheads; and
c) Spare parts contained boxes and cabinets, both sealed and unsealed.

2.8.14 [Formerly 3.1.14] Standards for Repair Parts. In addition to the requirements set forth in FAR 45.5 and TE-5, maintain the following logistics management standards for repair parts managed in RMS:

a) Maintain a 95% (or greater) accurate inventory of spare parts NOT secured by a Maritime Administration applied seal; and

b) Accurately mark, record and stow repair parts in accordance with FAR 45.5 and TE-5 within ten (10) working days of receipt by the Ship Manager.

2.8.15 RESERVED

2.8.16 [Formerly 3.1.16]Ship Configuration Management. Preserve and maintain the vessel's configuration record in accordance with TE-5, and maintain the following configuration management standards:
a) Record all changes, removals, additions, upgrades and modifications to the installed equipment configuration of the vessel; and

b) Prepare and submit Allowance Change Requests in accordance with TE-5.

2.8.17 [Formerly 3.1.17] Offshore Petroleum Discharge Ships (OPDS), Offshore Utility Boats (OUB), and Improved Mooring System (IMS) outfitting and spare parts.

The OPDS vessels have specialized OPDS, OUB and IMS equipment, spare parts, and outfitting. A significant portion of this outfitting is regularly issued to Navy personal during OPDS evolutions and the Naval Sea Systems Command (NAVSEA's) Material Readiness Assessment (MRAs), and as such, requires special management attention by Ship Managers of OPDS vessels.

2.8.17.1 [Formerly 3.1.17.1] Configuration Management. Review, maintain, revise, and update the vessel's OPDS, OUB and IMS equipment configuration, technical manuals and drawings in RMS in accordance with the Maritime Administration approved NAVSEA technical specifications.

No NAVSEA initiated changes to OPDS, OUB or IMS outfitting, spare parts, equipment configuration, technical manuals or ship's drawings are to be made without the prior written (or email) approval of the COTR.

2.8.17.2 [Formerly 3.1.17.2] OPDS, OUB, and IMS Outfitting Management Procedures. Provide a set of detailed written procedures that implement NAVSEA PMS 325 letter 325R32/0668 dated 25 July 2000. This correspondence is provided as TE-5.
These procedures must comply with FAR 45.5 and TE-5 specifically addressing the following: (CDRL L-0009)

a) The management of OPDS, OUB and IMS allowances;

b) The issue of OPDS, OUB and IMS outfitting and spare parts to military personnel;

c) Reserved

d) The preservation, marking and storage of OPDS, OUB and IMS outfitting and spare parts; and

e) The generation of OPDS, OUB and IMS Shortage Lists.

2.8.17.3 [Formerly 3.1.17.3] Generation of OPDS, OUB and IMS Shortage Listings. Within thirty (30) days of the conclusion of any OPDS exercise or NAVSEA MRA, generate and forward an OPDS Shortage List. (CDRL L-0010)

2.8.17.4 [Formerly 3.1.17.4] Procurement Standards for NAVSEA Baseline Shortages. Maintain "100% on hand or on order" for all OPDS, OUB and IMS outfitting and spare parts listed in the Maritime Administration approved NAVSEA Base Line (TE-5).

2.8.18 [Formerly 3.1.18] The Maritime Administration OPDS Shore Set. Depending on the availability of funding, the Maritime Administration may, at its discretion, maintain limited quantities of OPDS, OUB and IMS spare parts and outfitting at its three (3) SBS warehouses. This subset of Shore-based Spares is referred to as the "OPDS Shore Set." A sample list of possible OPDS Shore Set items that the Maritime Administration may stock is provided in TE-5. With the exception of unique Navy Stock Numbered (NSN) items that can not be purchased commercially, the Ship Manager must NOT rely on theMaritime Administration Shore Set to replenish OPDS, OUB or IMS outfitting and spare parts.

2.8.18.1 [Formerly 3.1.18.1] Maintain the independent capability to research, identify and commercially purchase any item of OPDS, OUB and IMS equipment, spare part or outfitting throughout the life of the contract.

C.3 PERFORMANCE GOAL: SUPPORT CORE RRF FUNCTIONS: ACTIVATION, OPERATION, AND DEACTIVATION.

3.1 all sub-sections - RESERVED. Logistics has been removed from the second goal, and moved to the first goal and re-numbered. Former clause numbers are shown along with new numbers in case there is a problem cross referencing in other documents.

3.2 Activation. There are two (2) categories of activations: scheduled and unscheduled. The former is an integral part of the scheduled preventive maintenance requirements of the vessel and associated with its assigned R-Status. The latter is associated with a specific Department of Defense (DOD) initiated request or requirement or other national emergencies.. The five (5) specific types of activations within these two (2) categories, which the Ship Manager may be required or directed to perform, are defined in TE-1 - Section 2.

3.2.1 For Mission Activations:

3.2.1.1 Provide all resources and support equipment required to accomplish all the necessary work of activating the ship within the ship activation readiness period as defined in TE-4 to ensure that the vessel is capable of sustained operations for up to 180 days.

3.2.1.2 Direct the work of all subcontractors and provide periodic reports to COTR.

3.2.1.3 Activate, store, crew, and provision assigned ships, obtain USCG, ABS and other regulatory tests surveys, inspections or certifications within its assigned readiness period.

3.2.1.4 Bunker the vessel as directed by the COTR.

3.2.1.5 Receive and load cargo.

3.2.1.6 Operate the vessel for up to 180 consecutive days.

3.2.2 Simultaneous activations can be expected, and unless assigned vessel is in readiness category
C-3, C-4, or C-5, which indicate it is not able to be activated within the prescribed timeframe, activation timelines are mandatory.

3.2.3 For Notice and No-Notice Activations: Perform all tasks of Section C 3.2.1 though C3.2.1.6. However, the COTR may reduce requirements (quantities of provisioning, stores, extend timelines, etc.) as required by the specific activation or planned operation scenario.

3.2.4 For Maintenance Activations: Conduct in accordance with the Ship Manager developed Preventative Maintenance Management Plan.

3.2.5 Activation Plan

3.2.5.1 Develop, implement, manage, and maintain the ship-specific Activation Plan. (CDRL L-0009)

3.2.5.1.1 Safety Observation Period. Discuss with COTR and implement into Activation Plan a period during activation for crew safety orientation required under your ISM. This is not a stand down. This observation period shall be accomplished after receive of activation orders and prior to Ready For Sea. It may be necessary to request additional time for this activity. A five day vessel which is not required to sea trial may conduct this period on the 5th day. It is important to retain the names of crewmember who attend this observation orientation for future litigation. See sections C.5.6.4.1 and C.5.6.4.2 for details. Note: it will be necessary to develop several scenarios within the activation plan to account for maintenance activation, notice and no-notice activations with time built in or requesting additional time. Conducting the safety observation and orientation requirements at anchor is one option.

3.2.5.2 Compliance with the Activation Plan, and any of its modifications, is considered a performance measurement under the QASP.

3.2.5.3 Absence of the Master. The activation plan shall develop a policy addressing who is in charge during:
" The period before the Master's arrival on an activating ship.

3.2.6 Cost Estimates. The Ship Manager shall provide cost estimates for activation, operation and deactivation of the vessel as part of the Business Plan (i.e., SMGR Notional Business Plan Template). (CDRL A-0001)

3.2.7 Activation Reporting.

3.2.7.1 Develop, manage, and submit timely and accurate reports as defined below, entering data into RMS. COTR Reports include:

3.2.7.1.1 Status Reports - Daily. Provide daily status to the COTR on vessel activation progress. COTR will direct time and frequency of this report for each activation. (CDRL A-0002)

3.2.7.1.2 Status Reports - Special. Provide required special status reports when requested by COTR or by the Maritime Administration HQs Crisis Management Team. These reports usually involve security, Chemical, Biological, Radiological-Defense (CBR-D) outfitting, reporting crew shortages, or other issues unique to a military operation. (CDRL A-0003)

3.2.7.1.3 Vessel Movements (MOVEREPS)

3.2.7.1.3.1 Submit via e-mail or classified message as directed by the COTR vessel movement data including date, time, and location of vessel movement. (CDRL A-0004)

3.2.7.1.3.2 Scan into RMS a PDF copy of all ship delivery reports between the Maritime Administration/MSC. This is not the same as the noon or pre-arrival reports required by MSC.

3.2.7.1.4 Crew List(s)

Provide and maintain currency a crew list including military personnel onboard. This list is provided upon request by COTR. (CDRL A-0005)

3.2.7.1.5 Task Order Accounting

Enter into RMS activation cost information and data including current obligated fund totals, anticipated funding requirements.

3.2.7.1.6 Crew Questionnaire

Arrange for and assist in the collection of data associated with the crew survey forms. (CDRL A-0007)

3.2.7.1.7 Lessons Learned

3.2.7.1.7.1 Collect the following data for mission related activations.
The Maritime Administration Reports (submitted as part of the activation and ops) (CDRL A-0008)
- General condition of ship upon Activation
- Equipment problems encountered at Activation
- Administrative problems
- Voyage summaries
- Operating history, commencing at activation notification, and inclusive of:

· Activation notification received from the Maritime Administration
· Dock Trials
· Tender to MSC
· Shift to loading
· Commenced Loading
· Completed Loading
· Departure Sea Buoy
· Transit
· Funding
· Correspondence
· Personnel
· Sea Trials
· Deficiencies (Operating casualty history and repairs)
· CASREP/CASCOR and associated actions taken
· Vessel Reports
· Vessel Logs
· Thermography and Vibration Analysis Survey Reports
· Deliverables
And an (optional) submission of Photographs (digital, if possible,) for use by the Maritime Administration in briefings or public affairs articles.

3.2.7.2 Maintain throughout both Phases the onboard property, inventory and currency of MSC, USCG, and other nautical publications and instructions.

3.2.7.3 Report any discrepancies (inventory and/or currency) to the COTR (for items, which the Maritime Administration furnishes,) and undertake necessary efforts to replace or update the deficient items.

3.2.7.4 Ensure missing documents or publications are obtained prior to the completion of load-out or departure from CONUS, whichever occurs first. Items in the Standard Administrative Yellow Filing cabinet onboard each vessel are found in CDRL BUS-0004.

3.2.7.5 Embarkation of military personnel. Ship Managers and Masters may be required to support the embarkation of Government personnel including military as passengers, supercargo personnel, and/or observers as directed by the Maritime Administration. This includes military stationed as a temporary security force, for example Guardian Mariners.

3.2.7.5.1 The Ship Manager shall provide berthing, food, medical, laundry, and cleaning services comparable to the equivalent shipboard rating. These services shall be provided on a cost reimbursable basis. Entertainment for embarked military is not required and it is not a reimbursable nor an allowable expense. No additional exercise facilities beyond what is available for the crew shall be provided.

3.2.7.5.2 COMSC has instructions which address Master's responsibility and relationship with military personnel, allocation of space, shipboard safety, behavior and discipline, weapons security and other related subjects. (See MSC SOM Chapter 2 Section 7)

If issues arise regarding weapons/ammunition, advise MAR-612 within twenty-four hours, by the fastest means possible.

3.2.8 Chart Ordering and Nautical Publications. Ship Managers shall obtain nautical publications and charts for vessels prior to operation (J.9) and dispose of them during deactivation in accordance with direction from the COTR.

3.2.9 Slop Chest. Ship Managers will obtain all slop chest items at their own expense, operate the slop chest, and dispose of all materials in accordance with their own corporate procedures. The Maritime Administration will no longer reimburse slop chest materials.

3.3 Operations

3.3.1 General. Provide all resources and support equipment required to accomplish continuous ship operations for at least 180 consecutive days in accordance with good commercial practice and the laws and regulations of the United States. Ships are required to maintain operational sea speed listed in TE-7 or notify COTR immediately.

3.3.1 Ship Managers may provide comments or recommendations on TE-7 to the Chief, Division of Ship Maintenance and Repair. Such comments should occur before a vessel "fails to make speed."

3.3.2 Arrange for port services when in port including anchorages and alongside facilities. Ship Managers must expect and be ready for simultaneous operations of vessels. Although most RRF operations are point-to-point service, Ship Managers must remain flexible to changing operational requirements because there are a variety of worldwide missions for RRF ships. Generally, but not always, RRF ships are under the OPCON of MSC. RRF ships are owned by the Maritime Administration and the Ship Manager is contractually obligated to the Maritime Administration. Administrative control of the RRF remains with the Maritime Administration irrespective of mission or operation assigned. See TE-1, Section 2 for Naval operational terminology.

3.3.3 Maintain vessels such that they achieve the minimum operational speed designated in TE-7. Failure to routinely meet operational speed requirements will result in an investigation to determine root causes, such as, but not limited to, severe weather, improper loading, operational or mission considerations, or failure to perform preventative or routine maintenance.

3.3.3.1 If an RRF ship is unable to comply with naval sailing orders during Operations, because the Master determines compliance is not feasible or it jeopardizes the safety of the ship, the Master, as Ship Manager's representative, must advise the naval operational commander and the Maritime Administration (COTR, MAR 611 and MAR-612 and if activated, the Crisis Management Team) within one (1) hour by immediate precedence message, unless message traffic is restricted by the naval commander. The message must include intended actions and reasons for not accepting naval operational direction. Copy Area COTR.

3.3.3.2 Keep the naval operational command and the Maritime Administration (see Section C3.3.3.1) fully informed of the ship's status until it is capable of complying.

3.3.4 Operations Plan. Develop, implement, manage and maintain the Ship Manager developed ship-specific Operations Plan. Compliance with the Operations Plan, and any of its modifications, is considered a performance measurement under the QASP.

3.3.5 Bunkering

Provide general policy and ship specific plan for bunkering the ship in accordance with Federal, State, and local environmental regulations.

3.3.5.1 Ensure crew members are familiar with the ship's bunkering plan and conduct bunkering operations with the utmost care for environment in strict compliance with the bunkering plan.

3.3.5.2 Bunkering is normally performed after the vessel is reported RFS and accepted by MSC.

3.3.5.3 Bunkering instructions can either be provided in the MSC activation message or by the COTR.

3.3.5.4 Vessels under MSC OPCON must request bunkering instruction from the MSC area commander. The MSC area commander will instruct the vessel to use bunkers or procure bunkers commercially as a reimbursable. Bunkers are GFP or reimbursable (at the discretion of the Government). During operations, request information on availability of bunkers from the local MSC area commander before arriving in port.

3.3.5.4.1 Maintain list of crewmembers to have viewed bunkering video.

3.3.5.4.2 Inventory of oil spill response kit - semi-annually. Coordinate with COTR.

3.3.5.5 The Maritime Administration has provided a laminated Bunkering checklist (in the standard administrative filing cabinet) for use during bunkering; and an instructional video for the training of all crewmembers who are involved in bunkering. Maintain a list of crewmembers' names who have viewed this video and reviewed the bunkering checkoff list.

3.3.5.6 Maintain and utilize Government-furnished (GF) Oil Spill response kits onboard RRF ships.

3.3.5.6.1 Maintain, adjust, deploy, or remove GF containment booms as directed by the COTR.

3.3.5.7 Perform inventories of the oil spill response kits at least semi-annually and advise COTR of missing or expired parts. Maintain and utilize Oil Spill response kits onboard RRF ships, in accordance with regulatory body requirements.

3.3.6 Report on the status of bunkers as directed by MSC/Maritime Administration and request the source of bunkers from the MSC Area Commander.

3.3.7 Hydraulic and Lube Oil Analysis. Utilize the analytical services provided by the Maritime Administration under the RRF's Fleetwide Oil Analysis Program and currently provided by JOAP for hydraulic and lubricating oils. The costs for testing at this laboratory are paid by the Maritime Administration.

3.3.8 Special Mission Operations. Crew and operate each of the special mission vessels in a manner so that the vessel will be able to perform its designated mission as prescribed.

3.3.8.1 The following vessel types have been designated as special mission RRF vessels since they have been modified to conduct special operations that are not typical of normal cargo operations:

3.3.8.1.1 Aviation Support Vessels (T-AVB) - General cargo ships which have been modified to conduct maintenance and repair (M&R) of United States Marine Corps (USMC) fixed and rotary wing aircraft. When activated, vessels' cargo holds are loaded with container/CADS/Conex boxes which are utilized as repair shops for USMC operations. Vessels each embark up to 300 USMC personnel. Vessels conduct extensive helicopter operations during deployment. USMC personnel are self-sufficient for berthing and messing; however, Ship Manager may be responsible for procurement of victuals and stores on a reimbursable basis as well as conducting maintenance and repair to USMC hotel spaces. T-AVB Vessels are:

SS CURTISS
SS WRIGHT

3.3.8.1.2 Auxiliary Crane Ships (T-ACS) - General cargo ships which have been modified with two (2) or three (3) sets of twin heavy lift cranes to load and offload non-self-sustaining cargo vessels in either unimproved ports or while anchored offshore. Cranes are rated at 30 or 35.5 long tons each and can operate individually, in twin mode or conduct tandem lifts (four (4) cranes together). Military personnel rig cargo and operate the cranes under the authority of the vessel's Master during operations and exercises. The ship's crew shall be responsible for M&R of the cranes. Approximately five (5) military personnel may be embarked on each ship full time and will require berthing, victuals, messing and stores. T-ACS vessels are:
SS KEYSTONE STATE (T-ACS 1 Class)
SS GEM STATE (T-ACS 1 Class)
SS GRAND CANYON STATE (T-ACS 1 Class)
SS GOPHER STATE (T-ACS4 Class)
SS FLICKERTAIL STATE (T-ACS4 Class)
SS CORNHUSKER STATE (T-ACS4 Class)

3.3.8.1.3 Modular Cargo Delivery System (MCDS) Vessels - The MCDS vessels have been modified to conduct underway replenishment of Navy combatant and auxiliary ships. Cargo operations are conducted via high line wires between the MCDS vessel and Navy ship or by helicopter cargo operations. MCDS vessels may carry ammunition as cargo. The MCDS vessel's crew shall be responsible for the operation of cargo handling equipment within the cargo holds. Other cargo handling operations will be conducted by Navy personnel embarked on the vessel under the authority of the vessel's Master. Applicable crewmembers shall require specialized training and certification for the conduct of MCDS operations and handling ammunition. Maintenance and repair of MCDS installations and outfitting will primarily be the responsibility of the Navy personnel, however, management of associated spare parts shall be the responsibility of the Ship Manager. Up to 45 Navy personnel may be deployed aboard the MCDS vessel and shall require berthing, victuals, messing and stores. MCDS vessels are:

SS CAPE JACOB

3.3.8.1.4 OPDS Vessels: The Maritime Administration has two Offshore Petroleum Discharge Ships (OPDS). Guidance will be separately provided regarding any future deployments.

SS PETERSBURG

3.3.9 Operations Reporting

3.3.9.1 Develop, manage, and submit timely and accurate reports as defined in the Contract Data Requirements List (CDRL) (TE-3), RMS, and as required by the MSC's Standard Operating Manual (SOM) or provided as a special mission requirement from the Maritime Administration.

3.3.9.2 Obtain through MSC the latest version of the MSC SOM (CD-ROM format). MSC SOM requirements are not reported in the Maritime Administration CDRL.

3.3.9.3 When an RRF ship is under MSC OPCON, significant reporting is required under MSC SOM. This manual (in CD-ROM format) is constantly changing. MSC will provide the SM with a quarterly update by mail. If difficulties are encountered advise the MARD COTR immediately. SINCE THE MARITIME ADMINISTRATION IS THE VESSEL OWNER, THE COTR SHALL BE COPIED ON ALL REPORTS. For classified reports: Using the PC to PC Transfer System (PPTS) , the ship is able to send classified message traffic/reports to the appropriate the Maritime Administration divisions and Headquarters address.

3.3.9.4 Upon the issuance of weapons/ammunition, the following reports: 1. the Navy Small Arms Asset Verification List; (CDRL O-0001) and 2. The Ammunition Transaction Report shall be submitted to MAR-612. (CDRL O-0002)

3.3.9.5 Notify the COTR immediately, if any vessel in Phase O has not reported in at least once in any twenty-four (24) hour period. Copying the COTR on the Noon Report, usually required by MSC, is sufficient. (CDRL O-0003)

3.3.10 Ad Valorem Documentation: At the first U.S. port of entry after an overseas voyage the Ship Manager shall utilize U.S. Customs Form No. 226 (Attachment J-17) for reporting all repairs and parts procured from foreign sources. Send a copy of the US Custom's Form 226 with supporting documentation to MAR-611 and the COTR at the same time it is submitted to Customs. Inclusive of the submittal, identify any items on the Form 226 which may be subject to customs relief. Additionally, notify the Maritime Administration (MAR-611) of any difficulties with U.S. Customs. (CDRL O-0004)

The Ship Manager shall be responsible for monitoring the costs of repairs and parts procured overseas and the associated Ad Valorem duties which will be applied. These costs will be applied to the Phase O operations task order and the Ship Manager shall ensure adequate funding remains available to pay incurred Ad Valorem duties. The Ship Manager shall notify the COTR immediately if it is determined the Ad Valorem duties are projected to exceed the available Phase O funding levels.

3.3.11 During all Phases, report to the Maritime Administration (MAR-612) or, if established, the Maritime Administration HQ Operations Center, significant events, e.g. rescues at sea, medivacs, or political unrest which affects ship operations or in which the ship is involved.

3.3.12 The Casualty Reporting System includes: Casualty Reports (CASREPs); Casualty Situation Reports (SITCASREP); Casualty Corrected Reports (CASCORs) and Casualty Cancelled Reports (CASCANs). (CDRL O-0005)

3.3.12.1 CASREPs. Advise the COTR, MAR-612, the Maritime Administration HQ Operations Center, , MSC and the naval operational commander via the Navy's casualty reporting system when a vessel is experiencing a material casualty during Phase O. Provide decision tree rational for C3/C4 for CASREP in a separate report to the Maritime Administration Area Divisions/HQ Operations Center. Include COTR, MAR-612, and the Maritime Administration HQ Operations Center on ALL message traffic regarding the casualty.

3.3.12.2 CASCANs. Cancel outstanding CASREPs upon redelivery of an RRF vessel to the Maritime Administration by issuance of a CASCAN. Information contained in the cancelled CASREP shall be transferred to RMS.

3.4 Deactivation

3.4.1 General. Deactivation is part of Phase M that occurs after redelivery of the vessel to the Maritime Administration from Phase O.

3.4.2 Conduct the necessary planning and preparations to return the vessel to its assigned readiness status, capable of being re-activated and operated for 180 consecutive days, to include the following:

a) Accurately document all known equipment and system malfunctions and other material deficiencies.

b) Accomplish deactivation procedures, repairs, and regulatory requirements.

3.4.3 Deactivation Plan. Develop and maintain a vessel-specific Deactivation Plan. Compliance with the Deactivation Plan, and any of its modifications, is considered a performance measurement under the QASP.

3.4.3.1 In developing the Deactivation Plan, the Ship Manager may consult any of the Government's available procedures:

a) TE-1 Section 31 - Deactivation Procedures and Standard Lay-up Procedures for selected vessel's equipment and systems.

b) The instructions to Form MA-496, are available from MAR-612, provides information for vessels laid up in the NDRF Fleet anchorages.

3.4.4 Execute the Deactivation Plan and associated specifications.

3.4.5 Ensure that both ROS and non-ROS vessels are deactivated and laid up in a manner that prevents deterioration of the vessel, or vessel's equipment and outfitting.

3.4.6 Provide all resources and support equipment required to accomplish all the necessary work of deactivating the vessel as authorized by Task Order.

3.4.7 Deactivation Work Items (For ALL vessels)

3.4.7.1 Provide a detailed deactivation cost estimate by ship work breakdown structure. (CDRL D-0001)

3.4.7.2 Accept vessel tender from the operational commander on behalf of the Maritime Administration, if directed by the COTR.

3.4.7.3 Supervise the discharge of final cargo and cleaning of vessel's spaces by military personnel. Attempt to obtain signatures when damage has been discovered or cleaning is unsatisfactory. Report damage and unsatisfactory cleaning to COTR. (CDRL D-0002)

3.4.7.4 Box, inventory, secure with a Maritime Administration seal all pilferable items. This includes items, which in aggregate have a high value: e.g., special tools, such as torque wrenches.

3.4.8 Box charts (or chart CDs) for storage or disposal in accordance with direction from COTR.

3.4.9 Return and verify all items in standard administrative yellow cabinet. Notify MAR-612 of missing materials.

3.4.9.1 As authorized by TO, arrange for and coordinate all lay-up services with appropriate vendor (shipyard, tugs, pilots) or regulatory agency.

3.4.9.2 As directed by TO, perform material condition surveys which may include: sea trials and, if directed by COTR diagnostic testing such as Thermography or vibration analysis. (CDRL D-0003)

3.4.9.3 As directed by TO, accomplish all voyage repairs and outstanding classification and certification items via ROS crews or with industrial assistance in accordance with the annual business plan.

3.4.9.4 RESERVED

3.4.9.5 Obtain guidance on the disposition of weapons and ammunition from the HQS (MAR-612) COTR for weapons and ammunition.

3.4.10 Deactivation Work Items (ROS vessels)

3.4.10.1 After 48 hours of redelivering the vessel to the Maritime Administration, the per diem rate will change from Phase O to Phase M.

3.4.10.2 Accomplish the following:

a) Inventory, box, and secure pilferable items except those required by crew.

b) Voyage repairs, and outstanding class items as directed by task order.

c) Arrange for vessel to be properly moored at the outport location and connected to the required hotel/shoreside hookups (i.e., power, water, telephone, etc.)

d) Arrange for all lay-up systems (dehumidification, intrusion, fire, and flood alarms and hull protection) to be in place and activated as required in light of ROS crew requirements.

3.4.11 Deactivation (RRF-10 day vessels)

3.4.11.1 Issue solicitation for deactivation in accordance with task order and award subcontract within thirty (30) days.

3.4.11.2 Identify in the business plan, the type by rating and number of personnel who will remain with the vessel for up to ten (10) days to conduct deactivation work. If authorized, the Maritime Administration will reimburse the cost of the designated crew wages.

3.4.12 Transfer vessel to location where voyage repairs, outstanding classification items, and/or lay-up work will be performed.

3.4.13 For RRF-10 day vessels (berthed in the NDRF)

3.4.13.1 Transfer vessel to the NDRF location.

3.4.13.2 Vessel mooring, hookups, and security will be accomplished by Government fleet personnel.

3.4.13.3 There will be limited power for dehumidification and cathodic protection, ensure alarms systems are operational (flooding, intrusion, and fire). Notify the COTR if alarms are not functioning.

3.4.14 For RRF-10 day vessels (outported)

3.4.14.1 Transfer the vessel to the outport site.

3.4.14.2 Arrange for vessel to be properly moored and connected to the required shoreside hookups (i.e., power, water, alarms, etc.)

3.4.15 Deactivation Reporting (all vessels)

3.4.15.1 Enter the Delivery/Re-delivery Report into RMS. (CDRL D-0004)

3.4.15.2 Ensure that fuel data is recorded before re-delivery and provided to Navy (NEURS) and COTR. (CDRL D-0005)

C.4 SAFETY, ENVIRONMENTAL AND SECURITY

4.1 Introduction

Although the RRF program's primary function is to serve as a source of strategic sealift during national emergencies, the Maritime Administration fosters other long-term goals during the execution of the Program. These include: improvements to the sustainability and livability of U.S. communities; reduction in the number of RRF shipboard injuries and deaths; and reduction of the adverse effects of the RRF on ecosystems and the environment. To accomplish these goals, the Maritime Administration will work in partnership with the Ship Manager to maximize safe performance for all personnel, and foster high security and environmental standards and achievements. Should a Ship Manager have any question at any time with respect to public vessel compliance and regulatory statutes, questions shall be directed to MAR-611 with copy to the COTR. Note: The Maritime Administration, as vessel owner, promulgates an Occupational Health and Safety Program (OHS Program TE-1 Section 18). This Program is not approved by a third party - for International Safety Management (ISM) certification. If upon reading the Maritime Administration safety actions in the OHS Program, the Ship Manager finds a conflict between its ISM certificate and the Maritime Administration safety actions, the Ship Manager shall advise the Maritime Administration HQ (MAR-612) OHS COTR immediately. The Maritime Administration 's OHS Program is not meant to replace or supersede the Ship Manager's ISM certificate. The Ship Manager's Safety Management Program which is the vessel's safety program takes precedence until the issue can be worked out. MAR-611 will take appropriate measures to arrange a waiver to individual requirements should one be needed.

The Ship Manager shall:

4.1.1 ISM Certificates

4.1.1.1 International Safety Management (ISM) Document of Compliance (DOC): Maintain a valid ISM DOC, for itself as a corporation, for the vessel types awarded for the performance period of the contract. The entity/offeror who will perform management of the ships must have a separate ISM DOC or interim DOC at NTP.

4.1.1.2 Vessel Safety Management Certificate (SMC): In accordance with appropriate USCG regulations and NVICs for public vessel voluntary ISM compliance, obtain and maintain for the performance period a valid ISM SMC or interim SMC for designated vessels in Sections C4.1.1.2.1 and C4.1.1.2.2. ABS fees in connection with this are reimbursable. (see Attachment J-9) Internal audits for DOC are not reimbursable; audits and other fees for the maintenance of the Ship Management Certificate are reimbursable.

4.1.1.2.1 For ROS vessels with a valid interim Ship Management Certificate review the assigned ships' Ship Management Certificate or renew, a valid interim Ship Management Certificate for the vessel within twelve (12) months.

4.1.1.2.2 For ROS vessels without an SMC or if a new Ship Manager has been assigned the vessel, Ship Managers will apply for and obtain a valid an interim SMC for their assigned ships within twelve (12) months.

4.1.1.3 ISM Safety Management System/Vessel Safety Plan: Update the ISM Safety Management System to incorporate characteristics of awarded vessels, and as conditions warrant. Copies of the safety management system shall be available to all crewmembers and to the Government. (CDRL SFTY-0001) The Ship Manger's ISM Safety Management System becomes the Vessel's Safety Plan for the performance period of the contract. The Maritime Administration will not review or approve as this document as it is part of the Ship Manager's ISM DOC. See also TE-1 Section 18 for the Maritime Administration requested procedures, such as a Vessel Pre-Fire plan, which if not already addressed by the Ship Manager during development of its ISM Safety Management System, should be incorporated..

4.1.1.4 The Maritime Administration will hold periodic meetings with the Ship Manager, the ISM designated person, ship's officers, the Maritime Administration COTR, and the Maritime Administration Safety COTR at a place of mutual agreement to discuss specified agenda items. The Maritime Administration Safety Officer will provide the agenda.

4.1.1.5 Notify the Maritime Administration COTR before internal audits are conducted. The Maritime Administration COTR may attend as an observer. See Section C 6.7.2.3.

4.1.2 Logs: Ship Managers shall maintain an deck log(s) at all times when a crew of any size is aboard. (CDRL SFTY-0002) Safety information shall be recorded, as applicable, in the deck log:

· Emergency, Steering Gear, Abandon Ship, Firefighting, and Boat drills/training
· Security Training/Drills
· Monthly Safety Meeting Findings Training
· Quarterly MSDS and warning label Training
· Quarterly Personal Protection Equipment (PPE) and CBR-D Training
· Duty officer notes - by exception and related to safety
· Results of side-by-side emergency drills (combining crews) for ships nested or located near to each other.

4.1.3 Conduct, via the ship's Safety Committee, pre-firefighting training, drills, and actual practice with ship's equipment in full gear. Further, ship supervisors in all departments must know the location of the ship's fire plan.

4.1.4 Post Station Bills: Ensure, via the senior deck officer, that all station bills are properly posted and emergency equipment (personal floatation devices, exposure suits) is functioning properly or replaced. Materials required for drills is either GF or reimbursable at the Government's direction - consult COTR.

4.1.5 Cooperation. The Ship Manager shall cooperate with the Maritime Administration to develop and implement to the maximum extent possible the policies, plans, and procedures of the Maritime Administration 's OSH Program and to offer recommendations for its improvement. Ship Manager personnel shall attend, as directed and funded by the COTR, OSH conferences organized by MAR-612. These are normally twice a year trips to Washington DC.

4.1.6 Cargo Handling: The Ship Manager shall promulgate, to shipboard personnel, procedures incorporating all federal, state, and local statutes and regulations, and equipment manufacturers' safety requirements for cargo handling in U.S., foreign ports, and in-the-stream for the safe handling of all types of cargo, including HAZMAT.

4.1.6.1 Ship's cargo gear includes, but is not limited to cranes, winches, davits, booms, Roll-on/Roll-off (RO/RO) ramps, SEABEE or Lighter Aboard Ship (LASH) barges, elevators and transporters, underway replenishment (UNREP) and vertical replenishment (VERTREP) cargo gear, and Material Handling Equipment (MHE) items such as, forklift trucks, pallet jacks, and hand trucks.

4.1.6.2 The Ship Manager via crew supervisors is responsible for ensuring that the crew utilizes proper protective clothing during work. Advise COTR if special sizing of PPE is required.

4.1.6.3 Operate cargo support equipment when required for any cargo operation and in accordance with the applicable manufacturer's operating manuals and instructions.

4.1.6.4 Master is responsible to ensure his ship is properly loaded, secured, discharged, and cleaned.

4.1.7 Workforce Planning: Reconcile the potential of military exercises which often are scheduled for twenty four (24) hour periods two 10 hour shifts with 4 hours for maintenance with the crewing requirements of Title 46, Subtitle 1 Part F, Chapter 81, section 8104 Watches.

4.1.8 Unsafe Operations: Instruct the Master that any unsafe practice, by military or military contracted stevedores, noted by a ship's officer during cargo operations, shall be reported to the senior military official present and a copy of the incident kept in the ship's files. If unsafe practices continue, the Master has the authority to cease cargo operations until the situation is corrected.

4.1.9 Cargo Operations/Plans: Recognizing that stow plans are fluid, ensure, via the Master, that a copy of the loading/stow plan (and master cargo stowage plan for firefighting and damage control) is obtained from DOD Surface Distribution and Deployment Command (SDDC, formerly MTMC) terminal supervisors and/or MSC representatives prior to sailing.

4.1.10 Personal Flotation Devices: All personnel working in an operating environment including ship ramps, or lighters, shall wear USCG-approved, buoyant, personal floatation devices equipped with a light and whistle. DOD personnel, unfamiliar with ocean environments frequently are unaware of this regulation. The Master shall enforce this safety procedure. The ship's crew shall set an example by wearing such equipment themselves when working in lifeboats, over the side, or on ramps.

4.1.11 Seaman's Injury Claims and Maintenance and Cure

4.1.11.1 Process Seaman's Injury Claims and Maintenance and Cure (M&C) in accordance with Attachment J-3 and provide administrative claims and litigation support in accordance with Attachment J-3 and Section G.7 of the contract.

4.1.11.2 Reports. Be responsible for documenting on a quarterly basis (CDRL SFTY-0003) all costs incurred in providing emergency services or other medical treatment, transportation, and all other costs incidental thereto.

4.1.11.3 Provide a report and maintain its currency at least quarterly for as long as a specific case is active. More frequent updates than quarterly are encouraged particularly during the initial stages of an injury or illness. This ensures funding is available and owner exposure is minimized. (CDRL SFTY-0004)

4.1.11.3.1 The report will initially be provided by email. It will be accessed and used by MAR-380, 580, 610, 611, 613, and 220 personnel during planning and litigation. If any part is password protected, provide password to MAR-611.

4.1.11.3.2 At the end of the contract performance period provide a full electronic report of outstanding litigation and all open M&C actions including required payments to MAR-220, 611, and COTR (CDRL SFTY-0005)

4.1.11.3.3 The Ship Manager shall obtain, report, and manage the information and data required by Attachment J-3 to the extent that it is not available in RMS.

4.1.12 Severe Weather Plan. Note the terms "hurricane plan," "emergency evacuation plan," or "Plan for Getting underway" are interchangeable with "severe weather plan."

4.1.12.1 Develop, and if required execute, a Severe Weather Plan (CDRL SFTY-0006) which accounts for both remaining alongside and getting underway. Obtain approval of the USCG COTP. At the Ship Manager's discretion this plan may be part of the overall activation plan, or a separate document. In either case it must be easily recognizable. Note: the Mooring plan below may be part of the severe weather plan or stand as an independent document. This is the Ship Manager's choice.

4.1.12.1.2 For vessels located on the West Coast the Severe Weather Plan shall address the plan of action in anticipation of Earthquakes.

4.1.13 Mooring Plan

4.1.13.1 Obtain from COTR a copy of the outport vessel's Mooring Plan. The Maritime Administration does not have Mooring plans for all vessels contained in TE-4. However, the Maritime Administration will provide a copy of those it has. See TE-4, Column K. Obtain copy for review after NTP from MAR-612. Review this plan, correct if required, and resubmit as the Ship Manager's Mooring Plan. If a mooring plan is unavailable, contact MAR-612 for directions. Ensure that the vessel is properly moored in accordance with its parameters at all times. Comments should be provided to the COTR. Take additional action if winds are anticipated to exceed 70 mph. Note: the Maritime Administration uses the Navy's (NFESC) guidance to moor ships that are going to remain in port in heavy weather to a standard referred to as "Mooring Service Type III". The wind speed varies by port and ranges from 70 mph to 113 mph. A copy of the table is in Attachment J-15. However, during the performance period of the contract, the most recent copy can be obtained from MAR-612. Attachment J-15 will not be updated. NDRF moored vessels may obtain copy of Fleet Mooring plans, however, fleet personnel are responsible for the vessel's safe mooring. (CDRL SFTY-0007)

4.1.14 NDRF Safety Requirements. All contract or subcontractor personnel working at the Maritime Administration's NDRF work sites and onboard the Maritime Administration's outported ships shall follow safe work practices and abide by the NDRF's safety and health rules, as applicable, in the performance of their duties.

4.1.15 Cargo Safety. The Ship Manager shall comply with the Occupational Safety and Health Act of 1970 (29 U.S.C. et) for safety in loading and discharging of cargo.

4.2 Environmental

4.2.1 Pollution Prevention: All RRF ships shall comply with all federal, state, local, and foreign hazardous material and hazardous waste regulations unless waived in foreign ports. Masters of RRF ships shall conform to USCG and Environmental Protection Agency (EPA) laws and regulations where foreign regulations are less stringent.

4.2.2 General: Provide personnel resources with adequate environmental training to accomplish the functional tasks anticipated. This includes Port Engineering staff, ship manager staff supervisory or staff personnel, or ship's crew. The Ship Manager shall take all prudent actions to prevent violations of law. Violations of law will be reported to the appropriate enforcement agency for civil or criminal prosecution.

4.2.3 Policy Directives: Develop, and execute programs, policies, and procedures to ensure proper execution of pollution prevention measures in accordance with applicable regulatory requirements.

4.2.3.1 Incorporate The Maritime Administration provided directives (Vessel Response Plan/Shipboard Oil Pollution Emergency Plan VRP/NTVRP/SOPEP) (CDRL E-0001) into Ship Manager programs, policies, and procedures and promulgate as necessary. Advise COTR and MAR-612 of any conflicting guidance or deficiencies. Carry out the procedures contained therein with the VRP and NTVRP/SOPEP and, when specified in the activation order, COMSCINST 5090.1B CH-1 (All RRF Ships), COMSCINST 5090.5 CH-1 (Tankers) and COMSCINST 5090.6 CH-1 (Non-Tankers.) Copies of each of these documents are contained in the standard administrative yellow cabinet. Ship Managers desiring copies for corporate office retention must reproduce them at their expense. It is imperative that Ship Manager and Ship Manager employees be aware of the laws and programs for abating and controlling the release of harmful pollutants. For spills of any size, immediately notify the Maritime Administration COTR (or SOMO in the COTR's absence) and MAR-612 who maintains the Maritime Administration oil pollution insurance policy.

4.2.3.2 Oil Spill - The Maritime Administration maintains an oil pollution insurance contract for RRF vessels. For spills requiring the services of a response team, contact the following Maritime Administration personnel in order:

" Your Area Division SOMO who is a QI with estimated clean-up cost (up to $250,000)
" Andy Jordan (COTR) 202-366-5071 (costs over $250,000)
" Gene Magee (ACOTR) 202-366-5073 (costs over $250,000 if Andy is not available).

For spills requiring a response team, phone your Area Division COTR and send an e-mail message to Adrian.Jordan@dot.gov.

4.2.4 Environmentally Related Research: RRF vessels may occasionally be used for environmental research by other governmental organizations. Be responsive and flexible during research conducted by Maritime Administration-approved sources.

4.2.5 Hazardous Materials (HAZMAT): The term "hazardous material", as used in this section, is as defined for hazardous chemicals in 29 CFR 1910.1200, the U.S. (OSHA) Hazard Communication Standard, and the Emergency Planning and Community's Right-To-Know Act. No RRF ship shall transfer (donate) hazardous materials or hazardous waste to any private sector, state or local/city agency.

4.2.5.1 Hazardous Material -- Asbestos
The EPA has determined that asbestos is a hazardous air pollutant. All persons are cautioned that asbestos may be found on pipes, ducts, boilers, tanks, reactors, turbines, or structural members, engine exhausts, etc., or in the holds or compartments of the vessels to be managed.

4.2.5.2 HAZMAT Training: Provide personnel resources with adequate HAZMAT environmental training to accomplish the functional tasks anticipated.

4.2.5.2.1 Group Environmental Training: Provide ship and shoreside personnel as directed via task order to attend periodic booming demonstration(s) in connection with HAZWOPER refresher materials.

4.2.6 TE-1 Section 19: The Maritime Administration policy, procedures and directives involving environmental concerns are provided in TE-1 Section 19. Ship Managers shall incorporate Maritime Administration provided directives into Ship Manager programs, policies, and procedures and promulgate as necessary. Advise COTR of any conflicting guidance, or deficiencies.

4.2.7 Material Safety Data Sheets (MSDS): Develop and execute programs, policies and procedures for receiving, handling, inventorying and reporting, Material Safety Data Sheet (MSDS) labeling, maintaining MSDS labels in readable condition during loading/unloading, proper securing and stowage of hazardous materials to the ship(s) in all Phases including the maintenance and appropriate filing of associated records. (CDRL E-0002)

4.2.8 Minimum HAZMAT During Retention: Maintain minimal amounts of HAZMAT onboard RRF vessels during all phases and this HAZMAT will be properly labeled, and handled. Additional general guidance includes:
a) Retained HAZMAT shall have a shelf life of two (2) years or more.
b) All ships entering the NDRF will be inspected by NDRF representative.
c) Stowage locations for all HAZMAT, solvents, and chemicals will be directed by COTR.

4.2.9 Disposal of HAZMAT: Ship Managers shall develop, manage, and execute programs, policies, and procedures to ensure the lawful disposal of HAZMAT including the retention of associated records. (CDRL E-0003)

4.2.9.1 The U.S. Environmental Protection Agency (EPA) now requires all generators to use a new shipping document for transporting hazardous waste offsite, off ship, etc. The new shipping document known as a Uniform Hazardous Waste Manifest became a requirement on September 5, 2006. The old forms can no longer be used by generators, transporters and treatment disposal facilities. To obtain the form or if you have questions, Ship Managers should consult either their Area Division environmental specialist, their COTRs, or the following web address: http://www.epa.gov/epaoswer/hazwaste/gener/manifest/index.htm Both training link and the form itself are available on-line. The alternative method to obtain the website is to go to www.epa.gov and go to the link for wastes and under that section you will see Highlights on the right side of the page. Go to New Hazardous Waste Manifest Effective Sept 5, 2006 and read.

4.2.10 Air Testing: Ship Managers with ROS crews shall develop, manage, and execute programs for their environmental training and safety including ambient air baseline testing; orientations; drills as first responders to various emergencies including, but not limited to fire, oil spills, health; and maintain all associated personnel records.

4.2.11 Waste Management and Control: In accordance with Annex V of MARPOL 73/78 and 33 CFR 151.51 through 151.77 and industry best practices, develop, manage, execute and monitor the Master's execution of both an individual shipboard solid waste management plan and a shipboard recycling plan, which minimizes the use of plastics during all Phases; and addresses the collection, processing, storing and disposal of garbage or medical waste during activation, operation, and deactivation. If applicable, address execution variation during Phase M and vessel activation.

4.2.12 Environmental Responsibilities During Ship Repair Availabilities: The Ship Manager shall develop programs, policy, and plans for the identification and disposal of any unused, or unidentified HAZMAT or HAZMAT with an expired shelf life, during repair availabilities. The Ship Manager shall address, as applicable, two (2) scenarios in the development of its shipwork solicitation:

1. the removal of waste generated during vessel operations.

Only upon written direction (no verbal permitted) from the COTR, the Ship Manager is responsible to obtain all appropriate EPA Identification Numbers and permits and/or state/local equivalent to track the removal of this waste. These numbers shall be provided to the repair facility. The repair facility shall price and accomplish the removal of this waste in accordance with all applicable laws and regulations.

2. the removal of waste generated during the repair, by the repair facility.
Ship Managers shall require that the repair facility:

a) complies with all applicable federal, state, and local environmental laws and regulations

b) addresses the use of properly licensed (permitted) transporters and storage, treatment, disposal facilities and provides as a deliverable prior to the commencement of work:

c) photostatic copies of all required EPA identification numbers permits and/or licenses and or state/local equivalent

d) a copy of its waste removal plans, and any other plans and programs related to the required work

The Ship Manager shall ensure that his subcontractor prices and is responsible as the generator of all hazardous and solid waste that results from the activities of the subcontractor under the subcontract.

The Ship Manager shall provide copies of all documentation of work performed to the COTR or his representative pertaining to sampling, analysis, storage, transportation and disposal of all hazardous, industrial, and special wastes generated from work resulting from a subcontract. (CDRL E-0004)

Ship Managers must be knowledgeable in the regulations that pertain to vessel operations and shipyard/repair activities and ensure that these regulations are complied with. Questions regarding this section shall be forwarded to MAR-611 who will coordinate with MAR-820 and provide guidance.

C.4.2.13 General Vessel Permitting. Ship Managers are required to comply with EPA regulations regarding General Vessel Permitting. Attachment J-23 provides general guidance. MAR-612 (M. Franklin) and MAR 220 (M. Nobel) may be contacted for specific guidance. Copy any questions to your COTR.

4.3 Security

4.3.1 General. Owners (The Maritime Administration) and operators (Ship Managers) have the primary responsibility for ensuring the physical security and safety of vessels. The Maritime Administration and Ship Managers shall work together to develop a comprehensive national program for response to a variety of security conditions based upon homeland security levels.

4.3.2 Internal Security: Provide resources, programs and procedures to provide routine internal security for ROS vessels 24/7. Routine internal security involves responding to vessel alarms; maintaining operational shipboard equipment; and the prevention of unauthorized personnel from vessel entry. The vessel must be manned 24/7 by someone who can properly respond to a fire, security breach, or equipment failure.

4.3.2.1 Internal Security Includes: the gangway/gate guards, guard shacks when these are not supplied by other agencies/entities. (For example, the CAPT T berths in Houston, the Port provides the Gate guards, but in Charleston the Ship Manager provides the gate/ramp guards at the piers. Specific direction may be obtained from the Maritime Administration COTR or MAR-612.

4.3.3 "Heightened security" will be as directed by the Maritime Administration via the COTR and is reimbursable. Heightened security is anticipated only during Homeland Security assessment codes of orange and red and may include armed guards from military, private, or non-Ship Manager contract sources.

4.3.4 The Maritime Administration, as a vessel owner, complies with the Maritime Security Act of 2002, the International Ship and Port Security (ISPS) Code, and subsequent USCG regulations and requires its Ship Managers to execute this policy.

4.3.4.1 Identification of Company/Vessel Security Officers. Provide in RMS the name and contact data for the Company Security Officer(s) (ISPS Code Part A 1.3 paragraph 11) and individual Vessel/Ship Security Officer - one (1) per ship (ISPS code Part A 1.3 paragraph 12). It is strongly suggested that the property custodian for weapons/ammunition and force protection ATO should also be the Ship Security Officer, although they may be separate people. (CDRL SEC-0001) Note: Services of Company security officer should be pro-rated among all ships managed by the Ship Manager and included in G and A. The Ship Security Officer shall be included in the fixed price.

4.3.4.2 Vessel and Layberth Security Risk Assessments: Conduct periodic security risk management assessments for both vessel (ISPS Code Part A 1.3 paragraph 8, ISPS Code Part B and USCG NVIC 10-02), and if applicable, the outport (wharf/pier and any area which the Vessel Security Officer determines may pose a security risk). Perform an annual security audit of the Vessel Security Plan for each vessel in accordance with ISPS and subsequent USCG regulations.

4.3.4.2.1 Baseline security assessment of vessel internal spaces. After NTP, the Maritime Administration COTR/Ship Manager representative shall conduct a joint baseline assessment of security consisting of a joint inspection of all storage areas to ensure that all storerooms, cages, spare part boxes, etc. are locked, sealed, or otherwise secured. A joint security statement indicating completion of the inspections and certifying the condition of the secured spaces shall be prepared by the Ship Manager representative and provided to the Maritime Administration. (see Section C.2.7.1)

4.3.4.3 International Ship and Port Security (ISPS) Security Plan: The Ship Manager will be provided a copy of the USCG approved ISPS Security Plan in accordance with ISPS (Part A Section 9.4 and Part B Section 9) and the Maritime Transportation Security Act of 2002. The Ship Manager will review and re-submit this plan to the USCG. {Note: if USCG establishes a shorter required timeframe for this deliverable, the Ship Manager will be advised by the COTR. At the time of publication, rules have not yet been established for the transfer of this document.} IMO requires that audits and inspections be conducted to formally assess the effectiveness of the ISPS Security Plan. (see also Section C.1.5) (CDRL SEC-0002).

4.3.5 Reports: Maintain, via the Company Security Officer, the Continuous Synopsis Record in accordance with ISPS, (Chapter XI-1 Regulation 5 and Chapter XI-2) and shall report security incidents in accordance with ISPS Part A paragraph 12.2.8. (CDRL SEC-0003) If required for public vessels, the Maritime Administration (MAR-612) will perform the initial application.

4.3.6 Exterior Security Drills: Conduct both shoreside and waterside security drills in accordance with ISPS (Part A paragraph 13.4) and the vessel security plan.

4.3.7 The Maritime Administration Security Directives: Incorporate the following the Maritime Administration security directives into security procedures against terrorism, hostage situations, demonstrations, stowaways, sabotage, piracy, and hostile acts at any time and especially in areas where incidents are likely to occur:

" Post visible sign(s) - "Government-owned vessel. Restricted area. No solicitation. No unauthorized visitors."

" RRF vessels do not carry spouses, dependents, friends or guests of either the crew or DOT/DOD personnel. In special circumstances, the Maritime Administration HQs MAR-610, may waive this requirement for specific events.

" Official visitors - See TE-1 Section 2.

" Non-official visitors must sign a Waiver of Responsibility for Injury, Accidents or Illness occurring while onboard the vessel and have the waiver approved by the Director, Office of Ship Operations prior to visiting the vessel. Non-official visitors are not authorized to remain overnight onboard any RRF vessel. The Director, Office of Ship Operations on the occasion of ceremonial events or other activities onboard RRF vessels may authorize exceptions.

" Since RRF vessels are public vessels, they shall not be used for commercial purposes or personal profit. Any such use or attempted use will result in disciplinary action.

" Ships lifeboats shall not be used for liberty, or recreation.

" Report any breach of security on any Government property (leased or owned) to COTR and Fleet superintendent (if applicable).

" Execute the Ship Manager's Physical Security Plan, and Bomb Threat Response Plan.

" Determine threat level and provide for gangway security, extra watch standers, roving patrols, or request outside (non-ship's force) assistance, upon direction of COTR.

" Positive security control of entrance into an RRF ship is required at all times in all phases. A visitor log shall be maintained entering the time of arrival/departure, name of person, and reason for visit. This includes vendors. The senior deck officer shall authorize the inspection of all persons and materials coming onboard and ensure there are procedures in place to summon additional assistance. Personnel not assigned to the vessel shall present identification.

" The senior deck officer shall ensure the Watch Standing Mate, when utilized, understands his/her responsibilities with respect to physical security of the vessel even when military personnel are present. Watch standing Mate must be familiar with standing orders, and be familiar with emergency procedures to summon assistance as well as to report threats to proper authorities.

" Take any action within his/her authority and capability to prevent or minimize loss or damage to ship/cargo from theft, espionage, sabotage, terrorism, and other criminal activities.

" Use the resources provided by Navy operational commanders, host nation or other sources to enhance the security of the ship.

" The senior deck officer shall maintain signature custody records on the Maritime Administration provided weapons by serial number at all times. (MAR-612 is POC for weapons and ammunition.)

" A locked stateroom door is not a secure place. The Master may, at his/her discretion, allow crewmembers to store personal items (cash, etc.,) in the vessel's safe. Masters are to ensure the crewmember understands that neither the Government nor the Ship Manager assumes liability for items stored in the vessel's safe.

" The ROS crew participates in external security. ROS crewmember orientation shall be accomplished within fourteen (14) days of reporting onboard. ROS crewmembers shall be provided Ship Manager-developed procedures for several "routine" security conditions, i.e., unauthorized personnel attempting to board vessel, person found onboard without authorization, personnel leaving with what appears to be ship's equipment as well as "terrorism" scenarios, such as bomb threats, unidentified person in water adjacent to vessel. Ship Managers shall advise the ROS crew what outside resources are available to them for maintaining security (including local police, fire, Naval Investigative Service (NIS), Federal Bureau of Investigation (FBI), MSC, port authorities etc., and vessel systems.

4.3.8 Training for Crewmembers: Comply with Attachment J-13 for security training of personnel. For ROS crewmembers see "Training section" under Human Resources. For Fully Operational Status (FOS) crewmembers that join the vessel, security training is to be provided as part of vessel orientation.

4.3.9 Notification to the Maritime Administration: Throughout the performance period of the contract, notify the COTR of any layberth deficiency that may affect the security of the vessel.

4.3.10 Review the Vessel Security Plan provided by the Maritime Administration and ensure a statement of the Master's Authority (see also Section C.5.11.1) is contained. The vessel's Master is responsible for shipboard security in accordance with maritime law.

4.3.11 At Sea Security: Ship Managers and Masters shall provide for physical security while ships are at-sea, at-anchor, and in-port. The latest edition of COMSCINST 5530.3, Subj: MSC Ship Physical Security provides guidance. Reasonable, not total compliance, with this directive is required.. For example, if the vessel does not have a wash down system, the Ship Manager is not required to install one.

4.3.12 Master Briefing: Discuss with vessel Masters' their Phase O physical security duties, responsibilities, and options. Masters can assign additional officer and crew personnel to security duties, hire outside guards or request additional assistance from MSC Area subarea Commanders. However, such actions shall be reported on the daily POSREP (See CDRL O-0006) so that the COTR may assure funding is available.

4.3.13 Force Protection/Information Security. Be flexible and cooperate with the Maritime Administration and other authorized U.S. Government officials in the development and management of force protection and security. This includes:

" Designating the FOS Chief Mate as the Force Protection Officer with commensurate collateral duties. (see Maritime Transportation Security Act) Note: this may be the 2nd Mate in ROS.

" Obtaining and maintaining a list of all shipboard clearances and associated personnel data at all times.

" Coordinating and tracking crew force protection and security training.

" Maintaining custody of and inventorying and managing small arms, weapons, ammunition, CBR-D Personnel Protection.

" Protect all classified documents and materials.

" If small arms are issued to the vessel by MSC, maintain custody of them, determine when it is appropriate to use small arms, and issue same to qualified personnel.

" Ensure all crewmembers are trained in physical security procedures. This may be incorporated into damage control drills. Ensure five (5) ROS crewmembers have small arms training (see Attachment J-13).

" Ensure the Maritime Administration-provided check-list is used for determining who is eligible for anti-terrorism property custody and training.

4.3.13.1 Force Protection Report, Provide to the Maritime Administration on a quarterly basis updates to NS5 force protection training spreadsheet. This spreadsheet contains information on force protection readiness of crews and vessels and is similar to the information required at activation. (CDRL Sec 006).

4.3.14 Facility Clearance and Classified Materials Manager: Ship Managers shall obtain a DOD facility clearance and maintain a classified materials manager throughout the performance period of the contract. The Ship Manager shall develop and promulgate directives for the handling, retention, safeguarding, and disposition of classified materials. During vessel deactivation no classified material shall be retained onboard ship which will not be needed within ninety (90) days. All classified material, when ready for destruction, must be destroyed in accordance with the DOD Security Manual for Industrial Facilities. (CDRL SEC-0004)

4.3.15 Security Clearances for Mission Operations: The Ship Manager shall provide personnel with security clearances up through SECRET for the Master, Chief Mate, classified materials custodian, or communications officer. If personnel are unable to attain security clearances during mission operations, the Ship Manager shall notify the COTR. If additional personnel may be required to obtain security clearances, the Maritime Administration will notify the Ship Manager. If the classified materials custodian and the communications officer are the same individual, then at a minimum 3 separate deck officers must have security clearances. If during the performance period, a Ship Manager has difficulty in providing these 3 minimum personnel, contact MAR-612 immediately. (CDRL 0005)

C.5 HUMAN RESOURCES

Performance Goal: Ability to adequately crew the ship with qualified marine personnel.

The Ship Manager shall:

5.1 Shoreside Staffing

5.1.1 General: To the extent that such materials and services are not specified as being provided by the Government, provide all administrative support to ensure that all requirements of this contract are accomplished in a timely and efficient manner. Administrative support includes: management personnel, technical and professional personnel irrespective of each an individual's discipline, all overhead and G&A employees, supplies, materials, and services necessary to maintain, activate, and operate assigned ships, and to fulfill all other requirements of this contract and those offered by the Ship Manager.

The omission of any particular person or item required for performance under this PWS does not make it Government furnished or reimbursable. Reimbursables are listed in Attachment J-9. All work is to be accomplished under competent supervision.

5.1.2 Changes of Personnel. Obtain prior approval by PCO for any changes in personnel that occur within the first sixty (60) days after NTP.

5.1.3 Verification of Personnel Data. Verify that the information for shorebased is valid, entered into RMS, and updated as necessary throughout the life of the contract. (CDRL HR-0001)

5.1.3.3 Comply with E-verify Federal starting January 15, 2009 to verify their employees' eligibility to work within the United States. Additional information, including registration process, can be found at:
http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

5.1.4 President/Owner Data. Provide the name, work and home phone number of the corporate President/Owner(s). Note: this information shall be password protected and the password to MAR-610 by separate cover for use by the Maritime Administrator. (CDRL HR-0002)

5.1.5 Emergency Contact: Provide emergency contact information to the COTR upon NTP and enter into RMS. This information shall provide The Maritime Administration the ability to contact the Ship Manager 24/7 during emergencies and no-notice activations. (CDRL HR-0003)

5.1.6 Port Engineering Requirements. Provide port engineering services to execute the requirements of this contract including corrective maintenance.

5.1.6.1 Physical location of PE for ROS ships: Provide on-site office facilities for the Port Engineers/Team who is supporting any ROS vessel or combination ROS/RRF vessel. On-site is defined as being anything within 2 hours response time to the vessel. The facility is defined as a trailer or commercial office space, or equivalent. Use of the ROS vessel is permissible, however, the Ship Manager must plan for re-location of the facility within the activation timeframe without interruption to activation activities.

5.1.6.2 Absence/temporary replacement: Perform any duties normally carried out by the permanent shoreside staff members during any periods of absence.

5.1.7 Overtime for Shoreside Staff: All shoreside staff hours, inclusive of Port Engineer(s), are included in the fixed price for purposes of this contract. No overtime for shoreside staff shall be reimbursable.

5.1.8 Ship Tours/Visits: The Ship Manager may be required to have the Senior Officer, or other suitable crew member(s), or Port Engineer conduct tours of the ships while in ROS and FOS. When ships are in ROS, requests are submitted to and approved by the The Maritime Administration COTR or Area Division Training officer. If messing is ROS is required, the Ship Manager can charge for individuals meals at the established Federal Travel Regulations (FTR) rate for the ship's location. While the vessel is in FOS, the Maritime Administration may direct the Ship Manager to berth, and/or mess additional supercargoes, security teams/force protection teams, and other visitors for which the Ship Manager should include and estimated costs in the estimated operating cost for the ship. Additionally, the Ship Manager should anticipate and include in their operating estimate for the cost for messing anticipated official visitors (up to ten per port call) to attend the vessel. The Ship Manager shall maintain and present to the Maritime Administration COTR a record containing the names, rank, and unit/agency of all personnel messing an/or berthing onboard the ships.

5.2 Shipboard Crewing

5.2.1 ARTICLES FOR NEGOTIATION: The Ship Manager shall provide the following for ALL RRF Ships through his negotiated employee agreements:

5.2.1.1 NO STRIKE Clause. Recognizing that critical sensitive services are required under this contract, it is essential that continuous operation of the ships be maintained. Therefore, there shall be no work stoppages of any type, including but not limited to strikes, sympathy strikes, boycotts, slowdowns, sickouts, primary picketing, secondary picketing, protests against unfair labor practices, contract violations, social or political protests and any other protests or interruption or interference with work onboard the vessel(s) for the full term of any voyage or any subsequent extension thereof.

5.2.1.2 RIGHT TO SELECT Clause. A right to approve or reject each licensed and unlicensed member.

5.2.1.3 RIGHT TO FIRE Clause. An agreement permitting the Ship Manager with the right to fire any licensed and unlicensed member.

5.2.1.4 RIGHT TO RESTRICT FUTURE EMPLOYMENT Clause. Any crewmember discharged by the Ship Manager for cause, shall not be eligible for future employment onboard an RRF vessel.

5.2.2 REQUIRED MEDICAL INOCULATIONS: The Ship Manager shall inform its labor sources for crewing the vessel and potential crewmembers that, as a condition of employment on a Ready Reserve Force vessel, all crewmembers are required to receive certain immunizations/inoculations (see Section 5.5.1).

5.2.3 The Maritime Administration, as the vessel owner, reserves the right to approve in advance or request the removal of any RRF vessel Master. The request for removal of a Master will only be made by the Director, Office of Ship Operations through the PCO. No other individual is authorized to do this. Please note: in the past 15 years, the Maritime Administration has exercised this option twice.

5.2.3.1 The Ship Manager is solely liable for any amounts agreed to in its collective bargaining agreements or employee labor agreements and any revisions thereto. Simply because the CBA is submitted as part of a Government contract proposal does not obligate the Government in any manner to the contents therein.

5.3 Labor Disruption

5.3.1 Critical, sensitive services are required under the terms of this contract, and it is essential that the continuous operation of the ship be maintained. The Ship Manager submitted with its proposal, and must maintain throughout the contract period, a contingency plan adequate to ensure that there is no interruption of contract service due to labor disruption or phase-in/out of crew. Such plan shall remain continuously in effect throughout the period of performance under this contract, including any options hereunder, and may consist of or include any or all of the following:

(1) CBAs with no-strike, no lock-out provisions.
(2) Employment agreement.
(3) Plans to demonstrate the continuous availability of adequate numbers of qualified personnel in a labor pool to perform services required under this contract.

5.4 The following requirements apply to any and ALL crewmembers.

5.4.1 General: For the safe, efficient and economical operation of the vessel, employ medically/dentally and psychologically fit Deck, Engine, and Radio (when assigned) Officers and unlicensed personnel who meet requirements of STWC-95 or its successor agreement(s); and possess current, valid USCG licenses, including all necessary endorsements, commensurate with the tonnage and classification of the ship. Unlicensed personnel shall have the necessary endorsements on their USCG Mariner's Document for the rating to which they are assigned. Fit for Duty documentation is available in Attachment J-3.

5.4.1.1. Professional Credentials. The Transportation Worker Identification Credentials (TWIC) - are not reimbursable to the Ship Manager. They are part of the mariners' professional certification. The Maritime Administration pays for ROS wages 365 days/yr. Before the implementation date of October 1, 2008, the Ship Manager shall allow no more than two of these paid days to permit the permanent ROS mariner (not temporaries or replacement ROS crewmember(s)) to obtain the card. Travel is not included as a reimbursable for this item. No associated costs (with the exception of 2 days pay) shall be reimbursed FOS mariners are expected to comply with the regulations by the implementation date of October 1, 2008.

5.4.2 Mariner Citizenship. All licensed crewmembers must be U.S. citizens. Comply with 46 U.S.C. 8103 (b)(1) which permits the employment of unlicensed seamen who are aliens lawfully admitted to the United States for permanent residence, provided not more than 25% of the unlicensed seamen on a vessel are resident aliens. All crewmembers must hold USCG-issued mariner documents for the full length of their assignment.

5.4.3 Mariner Vetting. Provide to MAR-612 each crewmember's vetting information anytime there is a new or relief crewmember. This includes temporary and permanent changes to ROS complement. Vetting information, password protected, includes (CDRL HR-0004):

· Name (Last, First, Middle I)
· Social Security Number
· Date of Birth
· Place of Birth
· Citizenship

· Passport number
· Security clearance

Advise mariners of vetting requirement. The Maritime Administration will abide by Privacy Act restrictions in handing this data.

5.4.3.1 Vetting of aliens: If the Ship Manager complies with USC 8103 (b) (1) B which permits up to 25% of the unlicensed crew to be lawfully admitted aliens, these personnel must also be vetted. Advise MAR-612 by the fast means possible of the change in crewing. Provide Name, Last, First Middle Initial, Date of Birth, Place of Birth, Citizenship, Passport number, and alien registration number.

5.4.3.2 Vetting is accomplished for all Phase M and Phase O shipboard personnel. It may occasionally be performed for personnel carried during a sea trial. MAR-612 will advise. Ship Managers should include in sub-contracts the requirement that Vendors and their employees are subject to vetting. Vetting is usually accomplished on vendors when vessel is layberthed within a military facility or at times of heightened security.

5.4.4 Complaints. The Master and Officers must execute their responsibilities as defined by law and exercise sound judgment at all times. In the event that the Maritime Administration has any reason to be dissatisfied with the qualifications, conduct, or performance of any person employed by the Ship Manager, the Maritime Administration will notify the Ship Manager and the Ship Manager shall investigate the matter and take appropriate corrective action as warranted.

5.4.4.1 Employment Disputes. Litigation involving an employee who is disciplined by a Ship Manager is at the Ship Manager's expense.

5.4.5 Mariner Status. All crewmembers (ROS and FOS) are direct employees of the Ship Manager. Their performance is the direct responsibility of the Ship Manager. The Ship Manager has the prerogative to institute management actions (e.g., reprimand, reassignment, additional training, additional supervision, dismissal) to achieve acceptable performance. The Government will not interfere with the employer-employee relationship unless there is a violation of Federal statutes or regulations.

5.4.6 Abide by all Federal, state, and local regulations regarding employment and maintain the appropriate records from pre-hire solicitations through dismissal.

5.4.7 Ship Managers who employ crewmembers through CBAs shall make it clear to the crewmembers and the holders of the CBA, that the crewmember's employment relationship is with the Ship Manager and not the U.S. Government, although they will work on Government-owned vessels. Dismissal for cause is a matter between Ship Manager and crewmember.

5.4.8 Probationary periods, right to transfer previously accrued benefits, accumulation of compensatory time or leave, and Convalescent Pay are totally up to the employer within the parameters of the Service Contract Act (SCA).

5.4.9 Crewing Shortages. If at any time during the contract, the Ship Manager is unable to meet the crewing requirements of the contract, the Government reserves the right to crew the ship using whatever means are necessary, including military, federal or state reservists, civil service, or any other civilian personnel including other competitively obtained contract personnel that meet regulatory and security requirements for the position(s).

5.5 Medical

5.5.1 Requirement for Immunizations: All licensed and unlicensed crewmembers employed to serve aboard RRF vessels shall, as a condition of employment, be required to receive all immunizations associated with commercial trade, and all immunizations/inoculations required by Commander, Military Sealift Command (COMSC) policies including, but not limited to, BUMEDINST 6230.15, as amended. Such immunizations/inoculations may be required at the time of their employment and/or at anytime during their employment. Such immunizations/inoculations may include, for example: Tuberculosis Testing (PPD), smallpox, anthrax, annual Flu shots, various other immunizations against diseases encountered during worldwide travel (such as yellow fever, typhoid). Furthermore, all crewmembers employed on RRF vessels must, as a condition of employment, agree to comply with any supplemental immunization programs later established for RRF vessels through written policies or directives. A seafarer unwilling or medically ineligible to receive all required immunizations or inoculations is ineligible for employment on RRF vessels. Decisions regarding crewmember who are medically unfit to receive inoculations/immunizations will be made on a case by case basis depending upon BUMED medical advisories. Ship Managers will not be penalized for not sufficiently screening mariners for medical ineligibility to receive inoculations/immunizations beyond those normally required for commercial service.

5.5.1.1 ROS Crew - The Ship Manager shall ensure that all ROS crewmembers have received or are medically eligible to receive all required immunizations/inoculations prior to hiring the crewmember and assigning them to a vessel in Phase M status.

5.5.1.2 FOS Crew - The Ship Manager shall ensure that all FOS crewmembers have received or are medically eligible to receive all required immunizations/inoculations before the vessel leaves United States territorial waters. For FOS mariners medically ineligible to receive an inoculation/immunization, Ship Managers will coordinate with the Military Sealift Command medical department regarding any data they must maintain for the length of the voyage. Masters will be instructed whether or not the ineligible crewmember will be allowed ashore or will be allowed to continue the voyage. See C.5.5.1.3.2. (b).

5.5.1.3 Reimbursable Costs (Attachment J-9)

5.5.1.3.1 RESERVED.

5.5.1.3.2 The Government will reimburse the Ship Manager for the cost of repatriation and up to one month's wages, or as required by articles if foreign articles were signed, as well as the cost of obtaining replacement personnel, for any ROS or FOS crewmember who:

(a) Reserved.

(b) is willing to comply with a new supplemental immunization directive that became effective after the crewmember was employed by the Ship Manager but who is ineligible to receive the newly required inoculation because of a medical condition, but who requires the new inoculation or immunization in order to perform his/her duties.

5.5.2 In accordance with USCG regulations, include all crewmembers in the Ship Manager's drug testing programs.

5.5.3 Medical Claims. Comply with Attachment J-3 with respect to medical claims.

5.5.4 Medical Screening/Consultative Service: Provide the services of a third party medical invoice screening company to assist with the review and validation of invoices. Provide the ACO a copy of the agreement.

5.5.5 Medical On-call Service: In Phase O, provide shorebased services of a licensed physician on a 24/7 basis to provide comprehensive on-call health care services via ship's communications equipment. Provide to the ACO a cost comparison of this service for twelve (12) months vs. the cost of an individual activation. Follow ACO direction with regard to purchase. This is a reimbursable service.

5.5.6 Medical Person In Charge: In accordance with best commercial practice, provide a qualified Medical Person In Charge (MPIC), responsible directly to the Master, to provide routine and emergency health care to the crew and all embarked personnel. The MPIC shall conduct and comply with all occupational and health inspections and maintain control of controlled substances.

5.5.7 Notification to USCG. Advise the USCG, as part of its activation plan, that it is the designated operator for a specific RRF vessel(s) and that during the RRF operation USCG medical emergency services may be required.

5.5.8 Screening. Screen all crewmembers to ensure that they are fit for duty per Attachment J-3, and do not have a history of alleged shipboard injuries or inability to perform duties. Complete "The Seafarer's Data Sheet (MA-1001A)" and "Seafarer's Statement of Physical Condition (MA-1001B)". (CDRL TE-3 J-0001 and J-3 appendix) (CDRL HR-0005)

5.5.9 Compliance with Statute Regarding Substance Abuse: THE MARITIME ADMINISTRATION, DOT, as vessel owner, enforces a zero-tolerance of substance abuse in the work place. THE SHIP MANAGER AND ITS PERSONNEL, INCLUDING ALL CREW MEMBERS, SHALL ABIDE BY ALL STATUTES OF THE UNITED STATES CODE GOVERNING ALCOHOL, CONTROLLED SUBSTANCES, SMUGGLING, DANGEROUS WEAPONS, AND GAMBLING ONBOARD U.S. FLAG GOVERNMENT OWNED VESSELS.

5.5.10 CBR-D medicinals. The Ship Manager shall provide the following controlled substance onboard at all times not just during mission activations:

* 60 Diazepam Injectors (Federal Supply System NSN 6505-01-274-0951) If the Diazepam Injector identified by NSN 6505-01-274-0951 is not available, the Ship Manager is authorized to substitute "Carpuject" type injectors, with a vial of diazepam and a needle.

And the Ship Manager is no longer responsible for supplying the following non-controlled substances:

* 1) M291 Skin Decon. Kit (QTY 4 BX) - NSN 6850-01-276-1905
* 2) Atropine Injector (QTY 165 EA) - NSN 6505-00-926-9083
* 3) Oxime (2 pam) Inj. (QTY 165 EA) - NSN 6505-01-125-3248
* 4) Ciprofloxacin Tablets (QTY 11 BT) - NSN 6505-01-333-4154
* 5) Pyridostig. Bromide (QTY 6 PG) - NSN 6505-01-178-7903

5.6 Training

5.6.1 General. Training for all crewmembers shall be non-discriminatory, job related, skill building, effective, and innovative, yielding effective results oriented employees who are high performers.

5.6.1.1 Approve and coordinate attendance with on-going maintenance and operations.

5.6.1.2 Maintain list of Government-provided training courses per employee. (CDRL HR-0014)

5.6.2 Military Training. When directed by COTR, provide qualified ROS or FOS crew members to support the training of military personnel on a reimbursable basis.

5.6.2.1 For weekend cargo handling training: Duties usually include checking the ship's power source, checking the equipment before and after training to ensure its condition, and being on site two (2) days per weekend.

If additional personnel are required, they shall be added at current wage rate. The Ship Manager's employee(s) may be required to be on-site a day before training commences in order to check out equipment. The COTR will advise the Ship Manager in advance when these personnel are required and issue a task order to cover overtime or reimburse new crewmembers brought on specifically for this service.

5.6.2.1.1 Document damage caused by the cargo handling trainees, so that the Maritime Administration may advise the DOD sponsor; and record and correct deficiencies in accordance with standard maintenance procedures. Deficiency correction is a reimbursable item.

5.6.2.2 For a Sealift Emergency Deployment Readiness Exercise (SEDRE): An FOS crew may be required. Cargo is loaded under normal deployment conditions and may be transported to another port for discharge.

5.6.2.2.1 Receive Activation and Operation reimbursables as appropriate.

5.6.3 Cadet Training. The Maritime Administration fosters cadet training. Coordinate with USMMA and State Academies to offer available training billets for cadets in both ROS and FOS. This is a reimbursable. Billet priority will be given to all cadets from USMMA, followed by cadets in the SIP program in the State Maritime Academies, follow by other cadets. Personnel in a DOL-approved apprentice program for unlicensed may be used in place of a cadet if cadets are not carried. Cadet wages, benefits, subsistence, M&C (see Attachment J-3), and transportation costs when reporting aboard & upon discharge are reimbursable (J-9#12.a) Personnel from other schools, offering marine engineering, may be carried with the prior written permission of MAR-610.

5.6.3.1 Provide Cadet subsistence, quarters, and training as required by the cognizant school.

5.6.3.2 Provide Cadet wages not exceed 46 CFR 310.

5.6.3.3 Cadet transportation is reimbursable in accordance with Joint Travel Regulations (JTR).

5.6.3.4 Advise MAR-612 any time a cadet is scheduled to be onboard an RRF vessel. Advance notification to MAR-612 is required.

5.6.4 Merchant Marine Preparedness/Specialized Training

5.6.4.1 Vessel Orientation. In accordance with ISM, ensure that all crewmembers are provided ship orientation BEFORE commencing work, as applicable to their departments. Orientation shall include:

· Review of standing orders

· Night orders
· Emergency procedures for fire, flooding, CO2, and the loss of major equipment
· Tag-out procedures
· Navigation, mooring, cargo and ship operations (Deck only)
· Security
· Emergency isolation valves and shutdowns
· **The Government is providing the following videos: "Onboard Anti-Piracy Measures for Mariners" and "Crew Hostage Situation Awareness and Response". Ensure ROS crewmembers watche these tapes, signs the log that they were viewed. Same procedure for FOS crewmembers. The Ship Manager shall maintain this record of who has viewed the tapes for the performance period of the contract. Videos themselves should be stowed in the Standard Administrative Filing Cabinet.**

5.6.4.1.1 Utilize procedures and practices in your Safety Management System, particularly non-conformities. Focus on:
a. Problem trends relating to material condition and maintenance procedures for shipboard operating equipment.
b. Personnel training for individual ship's equipment operators, including:
1. Muster stations for specific emergencies
2. Crew assignments regarding Oil Spill Locker location, its required content and use of the equipment contained therein.
3. Crew awareness regarding the location of Force Protection and CBRD equipment.
4. Engine Room Fire procedures, including use and operation of SCBAs and fire-fighting equipment, including fixed and semi-portable.
c. Engineering casualty control drills
d. Crew capable inspections and checks of installed fire detection/fire-fighting equipment and systems.
e. Crew execution of individual ship safety practices, procedures and requirements for the gamut of emergency response scenarios such as fire, collision, grounding, DIW, piracy, elevated MARSEC, or HSAC levels, CBRD, and Force Protection.

5.6.4.2 Required Training. Provide for and coordinate the rotation of ROS crewmembers to permit currency in STCW-95 or successor requirements, as listed at Attachment J-13. The Chief Engineer and 1st AE may not both be absent at the same time for training or for any other reason unless specifically directed or approved by the COTR.

5.6.4.2.1 Optional Training: COTRs may approve additional training for ROS crewmembers, which in the Government's opinion is beneficial to the program. Travel, subsistence and lodging, cost of course and materials, when Government directed, are reimbursable. New STCW training requirements and STCW refresher courses and upgrades are reimbursable. (see Attachments J-9 and J-13)

5.6.4.2.1.1 RESERVED

5.6.4.3 For the courses listed in Attachment J-13, plus any other course directed by the Government and approved by the COTR see Attachment J-9 "Govt directed training". For non-Government directed training which includes training for STCW-95 and its successor agreements as well as license up-grades, see Attachment J-9 "Non-Govt directed training."

5.7 Reduced Operational Status (ROS)

5.7.1 General: In accordance with TE-4, each vessel designated as ROS will be crewed with an ROS maintenance crew. At a minimum, each ROS crew must consist of ten (10) ROS maintenance personnel including:

· One (1) Chief Mate
· One (1) Boatswain
· One (1) Chief Engineer
· One (1) First Assistant Engineer (1st AE)

Each of who meets the general crewing qualifications cited in Section C.5.4.1.

5.7.2 Provide as necessary and within its fixed price, any ROS crewing, over and above that required by the Maritime Administration, for the:
· Performance of the routine schedule preventative maintenance as identified in the Ship Manager's vessel specific ship maintenance management plan including quarterly light-offs, equipment cycling/rotation, etc.
· A quantifiable amount of time for the accomplishment of emergent repairs that may be accomplished during normal working hours.
· Maintaining vessel security, fire and flooding protection
· Performance of all required regulatory body drills
· Maintaining inventory and custody of GFE including spare parts

· Documents, charts, etc.
· All other PWS and TE requirements.

5.7.3 The maximum number of the ROS crew per vessel will be determined by the Ship Manager based upon its assessment of the PWS as provided in its proposal. If selected for the contract, the Ship Manager will have fifteen (15) days from NTP to employ all ROS maintenance crewmembers at the fixed price rate. For co-located vessels (ROS-outported/RRF), the ROS maintenance crewmembers may be interchanged for work between vessels.

5.7.3.1 The ROS crew complement identified and offered by the Ship Manager in its final proposal will be incorporated into the Ship Manager Contract and will become the required ROS crew compliment for the performance period of the contract.

5.7.4 The Ship Manager will not be reimbursed by the Maritime Administration for any additional personnel "temporarily hired/subcontracted-for" for the performance of any of the items of the PWS/specification that are considered routine ROS duties and responsibilities. However, the Ship Manager will be reimbursed for additional temporary or sub-contracted personnel for requirements which exceed those defined in this PWS/specification, for example, OPDS exercise preparations frequently require a Master to be brought onboard the ROS ships before the ship is activated.

5.8 General ROS Duties and Responsibilities. ROS Crew Duties and Responsibilities.
This section addresses ROS crew duties and responsibilities. Additional ROS outport requirements are in Sections 35 of TE-1.

5.8.1 The ROS crew's primary duties and responsibilities are to:

- Become completely familiar with shipboard equipment and systems.
- Perform Maintenance Actions.
- Perform general shipboard duties.
- Operate and maintain shipboard equipment and systems during idle status.
- Perform minor repairs and assist in supervising vendor and industrial repairs.
- Maintain the ship's inventory; and
- Activate (transition) and operate the ship, when directed, and train new crew members. An ROS crew may be assigned temporarily to an inactive RRF ship in Phase M or during Phase O to maintain the ship in standby but not fully manned status.
- Become thoroughly familiar with the Activation Plan.
- Maintain unique equipment maintenance requirements and procedures.
- Maintain equipment repair history and status of regulatory inspections and surveys.
- All ROS crewmembers as appropriate to their rating shall:
- Assist in ship activations and sail as a member of the full crew.
- Assist new crew members to become familiar with the proper and safe operation and maintenance of shipboard equipment and systems including all compartments, major systems, as well as fire fighting and damage control equipment and systems.
- Assist the Port Engineer in establishing a good working relationship with local regulatory body representatives and overseeing performance of regulatory inspections and surveys.
- Maintain inventory in accordance with the Maritime Administration supply directive/manuals, which are referenced in TE-5, including an inventory of any hazardous materials on board.
- Classified material, if retained onboard, must be in the custody of personnel with security clearance.
- Accommodate visits by the Maritime Administration and other government or government-invited personnel during visits.

5.8.2 Work Rules: Uniqueness of ROS Positions:
Ship Managers shall advise ROS crewmembers that many of their duties and responsibilities do not fall under standard seafaring conditions. No officer, such as the Chief Engineer, has a totally administrative function. Officers have an abundance of administrative duties, but they are expected to accomplish other tasks that are primarily "hands on."

5.8.2.1 Due to the size and composition of ROS maintenance personnel, it is understood that ROS maintenance crews shall be expected to work as a team with no regard to departmental boundaries when work is related to maintaining the safety, security and habitability of the vessel. The type of work that all ROS maintenance crewmembers would be expected to do as a team includes, but is not limited to the following:
- Secure Ship for Prevailing Weather Conditions
- Adjust/Double up/stow mooring lines
- Adjust Gangway
- Take on and stow ship's stores/spare parts
- Operate cargo equipment for storing/testing

- Assist with vessel habitability requirements
- Housekeeping.

5.8.3 Provisions of ROS Employment: ROS crewmembers are subject to the following terms and conditions:

a) They must agree to participate as part of the sailing crew (i.e., during Phase O).

b) They may be required to assist in the transitioning of a vessel whether it is their specifically assigned vessel or not. The Maritime Administration considers this training. It is the Maritime Administration's option to temporarily assign other ROS crewmembers during maintenance activation. Either the Chief Engineer OR the First Assistant Engineer (not both) from a co-located vessel may sail with the transiting vessel as an observer or as a crewmember.

c) If performance was satisfactory, transfer from maintenance (ROS) crewmember to sailing (FOS) crewmember shall not break any continuous employment, and the crewmember shall revert to his/her original maintenance status at lay-up.

d) In the event of extended operations all crewmembers assigned to the vessel shall be provided reliefs as per the appropriate employee agreement. The Government retains the right to phase reliefs in order to provide continuity.

5.8.4 ROS Work Week: The standard ROS workweek shall consist of eight (8) continuous hours per day (excluding lunch break and hours to fulfill off-hour security duties), five (5) days per week, Monday-Friday. The majority of ROS crewmembers are expected to work during the core hours of 0900-1500. Ship Managers may authorize exceptions.

5.8.5 ROS Overtime:

5.8.5.1 Phase M with ROS crew is a fixed-price CLIN and all work required under that CLIN shall be performed at no additional cost to the Government. Therefore, except for emergencies, (see below) overtime for ROS crew will not be reimbursed unless it is scheduled and approved in advance in writing by the COTR. The Ship Manager shall provide a memorandum to the COTR outlining:
· The cause for the overtime/compensatory time
· Demonstrated cost savings
· The estimated amount of overtime/compensatory time to be earned
· The ROS crew rating which shall be assigned.

The COTR will consider overtime and advise whether or not it is approved. Copy of this authorization will be provided to the ACO. A follow up email report shall be provided to the COTR with copy to the ACO the following day stating what was actually incurred. Overtime shall not be included in the normal performance of M&R in the ship's Preventive Maintenance Plan.

5.8.5.1.1 Overtime is based upon exceeding the standard forty (40) hour workweek as defined above. The Ship Manager is obligated to pay employees at the required overtime rate for any overtime actually worked regardless of whether ROS crew overtime is approved or reimbursed by the Government.

5.8.5.2 Overtime required because of an emergency, i.e. the preservation of life, limb or property, will be reimbursed. The Ship Manager shall report all emergencies requiring ROS crew overtime to the Maritime Administration via electronic mail within 48 hours after its occurrence. The notification must include an explanation why the overtime was incurred. Copy ACO on these actions.

5.8.6 Period of Performance: Advise ROS crewmembers that they do not have a commitment of guaranteed employment during the performance period of the contract. For purposes of "expectation of employment" a maintenance crewmember shall consider a six (6) month renewable cycle to be the norm assuming no failure of performance upon the part of the employee.

5.8.7 ROS Roster: Maintain and keep current, the ROS crew employment lists. Include: Name (Last, First, Middle Initial), rating and phone for recall. (CDRL HR-007)

5.8.8 Billets: ROS billets shall be crewed each day of the year (e.g. 365) days and billets may not be gapped. Since "gapped" is defined as permanently leaving the vessel, the Ship Manager shall replace the employee. The Ship Manager shall deduct the period of the gapped billet (from the time of departure of the crewmember until the replacement crewmember is onboard, from the appropriate monthly invoice(s)). The Ship Manager shall retain payroll records to substantiate the invoice and provide them to the ACO upon request. See definitions in TE-1 Section 2 for "gapped" and "crewed."

Leave: Temporary absences (sick leave or vacation) are between the Ship Manager and its ROS personnel. The billet remains crewed. Ship Managers are responsible for the continuation of duties and responsibilities with no drop in performance during temporary absences of personnel.

Unpaid Leave for ROS: Unpaid leave changes to a Gapped Billet after 15 consecutive days of absence unless the Ship Manager specifically requests the Maritime Administration extend the "crewing" of the position. The Maritime Administration approving official for the Ship Manager request is the PCO. If the Maritime Administration requires a replacement, the cost is to the SM. Time before the crewmember is replaced will be deducted from the Ship Manager's monthly invoice. Whether the SM allows the original member to return or keeps the replacement is the Ship Manager's choice, but the cost of transportation is also the Ship Manager's. Replacements during temporary absence of ROS crewmember: This is a Government option. Upon the direction of the COTR, the Ship Manager will obtain a temporary replacement. Upon request of the COTR, the Ship Manager shall provide an estimate of replacement costs including transportation and fully burdened wages.

5.8.8.1 With respect to reserve or jury duty, an ROS crewmember may resume a former billet upon return. Payment of ROS wages during reserve or jury duty are between the Ship Manager and its employee.

5.8.8.2 Utilization of leave is between the mariner and his/her employer the Ship Manager.

5.8.8.3 Assumption of ROS Sick Leave or ROS Vacation Leave from previous Ship Manager Contracts. No ROS sick leave or ROS vacation leave will be permitted to transfer to the 2005 Ship Manager contracts.

5.8.8.4 Leave Accrual: Sick leave shall be accrued at the rate of one day for every thirty (30) calendar days worked as an ROS maintenance crewmember (maximum of 12 sick days per year), to be payable when the crewmember is unable to perform his/her normal maintenance duties due to illness. Termination of employment shall result in the loss of any accrued sick leave.

5.8.8.4.1 ROS vacation shall be accrued at the rate of 1.5 days for every thirty (30) calendar days worked as an ROS maintenance crewmember (maximum of 18 vacation days per year).

5.8.8.4.2 Unless the Government declares its intention to exercise an option under this contract, the Ship Manager shall advise ROS crews to use or lose sick and vacation leave during the fourth year of the contract. The Maritime Administration does not intend to "buy out" any ROS leave remaining on the books and will not carry it over into the next SMC.

5.8.9 Paid Federal Holidays: The following are ten (10) Federally-observed holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

ROS crews shall follow the U.S. Government calendar for exact day of leave if holiday falls on a Saturday or Sunday.

5.8.10 Reserved.

5.8.11 ROS Per Diem. The Ship Manager provides an ROS crew including any and all relief personnel to the Maritime Administration under a fixed price CLIN.

5.8.12 Transportation: Transportation shall not be reimbursed if an ROS crewmember elects to terminate his/her employment.

5.8.13 Subsistence and Lodging: The Ship Manager has a choice on whether to provide subsistence and lodging to ROS crewmembers. The Government will not provide reimbursement for subsistence of ROS crewmembers.

5.8.13.1 If the Ship Manager elects to provide this subsistence, provisioning for the subsistence and preparation of food, will be part of the Ship Manager's fixed price per diem.

5.8.13.2 The Maritime Administration permits, but does not require, ROS crewmembers to live onboard ship. All costs associated with lodging onboard the vessel in ROS, such as laundry, exchange of linen, etc., are to be included in the Ship Manager's fixed price per

diem. If the Ship Manager elects to provide lodging onboard and the vessel becomes uninhabitable, the Government will reimburse the Ship Manager for lodging and subsistence.

5.9 Voluntary Program Support

The Maritime Administration, as the Governmental advocate for the maritime industry, occasionally tests program concepts under actual field conditions. This may include the voluntary involvement of ROS crewmembers. For example, the new Ship Owner's Cooperative Program (SOCP) mariner identification card may be one of the tests conducted using ROS crewmembers. No additional compensation is provided for this type of voluntary program support.

5.10 FOS Crew Composition: Provide when ship are activated to Phase O, an FOS crew each of whom meets the general crewing qualifications cited in Section C.5.4.1. The cost of FOS crewing is a reimbursable.

5.10.1 General: Provide within the "Operations Phase Project" of Attachment J-21 the aggregate FOS fully burdened wages. Modify, as necessary, to suit changes to FOS manning levels to reflect any unique mission requirements per the direction of the COTR. Update throughout the performance period as necessary.

5.10.2 Provide to MAR-610.5 and the COTR by email any recommended changes to the FOS manning level (position and quantity) which deviate from the original contract proposal. Indicate if changes were driven by specific mission operational requirements, unavailability of mariners with specific ratings, etc.

5.10.3 Fleeting of ROS personnel during FOS: Notify COTR during activation of any intention to "fleet up" the ROS Chief Mate to Master during operations.

5.10.4 In addition to those requirements which apply to ALL crewmembers, the following sections specifically apply to FOS crewmembers.

5.10.4.1 All personnel hired for the FOS crew shall meet the minimum requirements of Section 5.2.1 above.

5.10.4.2 GMDSS Operation: Ensure that a minimum of two (2) licensed deck officers possess a current "STCW GMDSS endorsement". Provide a dedicated communications officer as part of Section 5.10.2. The volume of communications generated by the military, including responses expected from the ship, far exceeds the volume of communications generated by normal commercial vessel operations. The dedicated communications officer may be a licensed deck officer, radio officer or radio electronics officer. See Attachment J-13 for training requirements.

5.10.4.3 Crew Shortages: Report crew shortages in accordance with 46 U.S.C. 8103 and USCG Navigation Circulars (USCG NVIC#1-86 Part G.) Provide COTR, MAR-612 and MAR-620 with copies of USCG Form CG729 (report on Crew Shortage). (CDRL HR-0009)

5.10.4.4 Articles. Implement of foreign articles for Phase O crew in accordance with 46 CFR Part 14, and USCG NVIC No 1-86. Foreign articles are not required for most Turbo activation, maintenance activations, and coastwise voyages. (CDRL HR-0010)

5.10.4.5 ROS Telephone Service: is part of the Ship Manager's fixed price. The Government provides three (3) phones as part of berth service and will reimburse for connections/disconnections during activation/deactivation. ROS telephones are to be used for official business only.

5.10.5 Orientation: In addition to Section C5.6.4.1, provide orientation to the joining members of the FOS crew with respect to safety videos and equipment, shipboard physical security, equal opportunity, and the prevention of sexual harassment and prevention of HIV/Acquired Immune Deficiency Syndrome (HIV-AIDS.) This orientation should be performed during duty hours.

In addition to Section C5.6.4.1, provide orientation to the joining members of the FOS crew with respect to safety videos and equipment, shipboard physical security, equal opportunity, the prevention of sexual harassment and prevention of HIV/Acquired Immune Deficiency Syndrome (HIV/AIDS) and Onboard Anti-Piracy Measures for Mariners" and "Crew Hostage Situation Awareness and Response. Maintain a signature list by crewmember of all personnel viewing these tapes. This log must be retrievable by the Ship Manager for the performance period of the contract. This orientation should be performed during duty hours.

5.10.5.1 Advise the crew of any RRF vessel, that since these are public vessels of the U.S. Government, any attempt to use them for commercial or private profit by the Ship Manager or its employees, shall result in disciplinary action by the USCG and the Maritime Administration. This includes transportation of personal items such as cars, etc., with the intent to resell.

Note: Section C 5.6.4.1 must be performed before any work is performed. The remainder of the orientation may be performed within the first fourteen (14) days of employment and is not required prior to RFS.

5.10.5.2 Code of Conduct for Central Command Area of Responsibility. Ship Managers shall provide a copy of United States Central Command General Order Number 1B (GO-1B) dated Mar 13, 2006 to personnel on vessels scheduled for USCENTCOM's area of responsibility. This definitely includes OIF missions, but may apply to any vessel movement through the mid-east. See J-22.

5.10.6 Plans and Procedures for FOS Crewing

In accordance with Section C 5.10.5, develop policy, plans and procedures for FOS crewmembers that contain the following, as applicable:

It is the Government intention that mariners complete foreign articles during a Phase O voyage, however, Ship Managers are required to phase FOS crews on an extended voyage (180 days or more of unbroken service). The Maritime Administration requires crew rotation to be phased when it occurs. Crew rotation may start as early as the 120th day or earlier if conditions warrant, if the Ship Manager's projections require this with the following restrictions in order to provide maximum continuity and safety of RRF vessel operations:

- There shall be at least 30 days between the rotation of the Master and Chief Mate;
- There shall be at least 30 days between the rotation of the Chief Engineer and 1st Assistant Engineer; and
- Not more than half of the officers or crew shall rotate at one time within the deck, engine or stewards departments

However, for mission operations, if a crewmember requests to remain in service, and both the Ship Manager and the union have no objection, this is permissible to the Maritime Administration. Additionally, on a case by case basis, the Ship Manager shall advise the Maritime Administration (MAR-612) whether it recommends an overlap of any crewmember prior to relief. It is the Government's option to approve/disapprove overlaps.

· Communications: In FOS, all personal calls must be at the Master's discretion. Payment may be made in accordance with the Ship Manager procedures that may include, but not be limited to, credit card, calling card, and prepaid phone cards. Private communications are not subject to reimbursement. Crewmembers operating ship to satellite personal communications devices (cell phones) must check with Master to determine if communications are restricted due to vessel's location or mission.

· When docked at a military facility: crewmembers are subject to base regulations including detainment/arrest for violations.

· Contrary to some commercial operations, FOS crewmembers may not have unauthorized personnel visit/sail onboard without MAR-610's consent. This includes family members, relatives, and friends.

· All personnel must have evidence of having had a physical examination within six (6) months preceding the date of assignment.

· Unlicensed personnel must also have a medical envelope or clinic card when reporting onboard. The medical envelope or clinic card will be retained by the Master and should be easily accessible. It shall be returned to the unlicensed crewmember upon discharge, if requested by the employee.

· Crewmembers shall bring an adequate supply of personal prescription medicines for intended voyage plus reserve with copy of medical prescription.

· Crewmembers shall bring customized personal safety devices such as glasses/shoes.

· When a vessel is in port, crew liberty shall be granted when allowed by local civilian/military authorities and in accordance with the vessel's in-port operating requirements. The local MSC on-site representative can provide the Master with information regarding upcoming vessel operating requirements in order that the sailing board can be posted.

· If the crew is to be restricted to the ship, the Master shall post notice of this in a public location. This notice shall state the reason for restriction and the authority of government agency, which required it. Masters shall make an entry in the vessel's log. If a vessel is not

restricted, but no launch service is available, the Master shall post this notice and obtain from local authorities (or at the minimum the local agent) a letter stating that the ship was not restricted but that launch service was not available. Ship's lifeboats or rescue boat shall not be used for liberty or recreation.

· For any Voluntary Resignation of a Crewmember, pertinent statements from the Master/Department Heads shall be obtained and retained. The Master shall execute a Mutual Consent Release Form (CG-713A) with letter from crewmember attached.

5.10.7 Second Seaman's/War Risk Insurance: Ship Managers shall provide Second Seaman's War Risk Insurance for all members of the crew 365 days a year whether the vessel is in Phase M or Phase O. Second Seaman's War Risk Insurance covers loss of life, disability (including dismemberment and loss of function) and loss of or damage to personal effects of the insured, when directly and proximately caused by risks of war and warlike operations. The terms and benefits shall be as set forth in the Second Seaman's War Risk Policy (1952) except that coverage shall be provided 365 days a year not only for the length of the voyage. Second Seaman's War Risk coverage providing a loss of life benefit of $200,000 is a fixed price item. Premiums for coverage in excess of the death benefit authorized will not be reimbursed by the Government and are the Ship Manager's responsibility. Additional premiums for entering an exclusion zone are reimbursable. (CDRL HR-0011)

5.10.7.1 Exclusion zone premiums - If additional premiums (a.p.) are required for coverage in an exclusion zone, the costs will be reimbursed, provided the Ship Manager notified the ACO (with copies to the PCO, the Maritime Administration Ship Ops Ctr, MAR-611, and MAR-782) of the amount of the additional premiums, along with any additional terms and conditions, not more than seven (7) days before they become effective and receives written authorization from the ACO to pay the additional premium. Such notice is required because the Maritime Administration reserves the right to provide such additional insurance via a Second Seaman's War Risk Insurance policy issued under 46 U.S.C. §1205. (CDRL HR-0012)

5.10.8 Imminent Danger Pay and War Risk Bonuses: the Maritime Administration will reimburse Imminent Danger Pay and War Risk Bonuses once the DOD has issued the applicable geographic region, authorized and provided such payments to the Maritime Administration.

When this occurs:

a) Advise FOS crews that such determinations usually take considerable time, however if authorized, payment will be forthcoming.

b) Maintain records of all personnel eligible for payment. War Risk Bonuses and Imminent Danger Pay are not paid concurrently.

5.11 Requirement Unique to Designated Shipboard Positions

5.11.1 Master's Authority

Although the Ship Manager is responsible for all phases, the ship's Master executes special responsibilities on behalf of the Ship Manager when a vessel is operating.
Maintain signed copies of instructions to the Master which shall include the following:

· The Master shall have and exercise full control, responsibility, and authority with respect to the crew, embarked personnel including the ship's force protection teams, navigation, and management of the vessel during Operations. Nothing shall relieve Masters from their responsibility for safe navigation and ship handling, except Panama Canal Pilotage.

· The Master shall determine if there is evidence of alcohol or controlled substance involvement by persons directly involved in reportable marine casualties. Ultimate responsibility to determine whether an individual used alcohol or drugs most appropriately rests with the agency authorized to impose sanctions or penalties for such conduct (i.e., a Coast Guard administrative law judge, Coast Guard civil penalty hearing officer, or judge or Federal district court official). However, documentation of such "evidence" is the responsibility of the ship's Master and shall be provided by FORM CG-2692 and through entries in an official log book. Methods of obtaining such evidence are at the Master's option but may include personal observation and/or chemical testing.

· The Master may conduct or order conducted searches for contraband. The completion of a search and results of it shall be entered into the official log. U.S. crews abide by Custom's duty regulations. Masters shall take every reasonable precaution onboard ship including, but not limited to, the following:

o Prohibiting merchants from conducting sales of any nature onboard ship.

o Inspecting packages brought onboard in foreign ports.

o Posting appropriate regulations in conspicuous locations.

o Conducting periodic surprise searches throughout the ship, especially after leaving a foreign port. Upon discovery or suspicion of narcotics abuse or marijuana use onboard ship, a message shall be sent to the COTR. All unauthorized narcotics, controlled substances, marijuana, and drug paraphernalia discovered onboard shall be confiscated, marked for proper identification by witnesses, and secured until turn over to proper authorities.

5.11.1.1 Overtime. As the Ship Manager's representative, the Master will personally manage and authorize overtime during operations. The Maritime Administration will provide to the Ship Manager guidance and funding on discretionary and non-discretionary overtime via a TO prior to the vessel's sailing. The Ship Manager shall forward instructions on the implementation of this overtime to the Master. The Ship Manager is responsible for providing accounting of Phase O overtime via invoices. (CDRL HR-0013)

5.11.1.2 Safety for Non-ship's crew. Vessel Masters shall enforce protective equipment on all stevedores including military personnel. Additionally, any personnel on the ship or lighters made fast to the ship are subject to the ship's safety requirements. If objections arise from military personnel, contact the senior military officer and COTR.

5.12 Force Protection/Security Teams in Phase O. Masters will record the names, rank, and unit of force protection personnel per voyage and Ship Managers will retain this information for potential litigation support.

5.13 Security Clearances for ROS crew: Ship Managers shall ensure a minimum of two, (preferably three because of rotations) ROS crewmembers have classified security up through SECRET to be able to practice and download message traffic on a quarterly basis.

C.6 BUSINESS MANAGEMENT

Performance Goal: Comply with government and company business policies, procedures and practices.

The Ship Manager shall:

6.1 Availability Requirements. Establish procedures to maximize retention and continuity of experienced and high performing shoreside staff and ROS crew.

6.2 Establish procedures to ensure reliable and timely communications between Ship Manager points-of-contact and the Maritime Administration program office on a 24/7 basis. The Ship Manager points-of-contact shall have the inherent authority to commit the company if circumstances deem it necessary.

6.3 Compliance Documents. Comply with applicable performance standards of the documents reflected below (in Sections C.6.3.1.1 through C.6.3.1.3) in successfully performing ship manager services. Standards include:

- Voluntary Consensus Standards (Definition TE-1, Section 2)
- Non-consensus Standards (Definition TE-1, Section 2)
- U.S. Government Standards (Definition TE-1, Section 2)

6.3.1 Standards include:

6.3.1.1 Voluntary consensus standards include:

· ISM standards

· Generally Accepted Accounting Principles (GAAP) U.S., as established by the Finance Accounting Standards Board

· IMO and other conventions which the U.S. is a signator to SOLAS

· ABS Rules for Steel Vessels

· ACP

· PMCM

· Code of International Ship Management

· STCW-95 or current agreement

· Current ITU Radio Regulations

· Bridge to Bridge Radio Telephone Act

· International Maritime Satellite (INMARSAT) and MF/HF, UHF, and VHF

· Procedures for communication

· The International Regulations for Preventing Collisions at Sea

· U.S. Inland Rules of the Road

· ISO 9002

· ISO 9000 (series) - refers to all those features of a product (or service) which are required by the customer. "Quality management" means what the organization does to ensure that its products conform to the customer's requirements

· ISO 14000 (series) to minimize harmful effects on the environment caused by its activities

· ISO 18000 Occupational Health and Safety Management Systems (series)

· Trim and Stability Booklet

· Manufacturer's Directions for Safety Handling of Equipment

· Cargo Loading Plan

6.3.1.2 Non-consensus standards include:

· Ship Manager Quality Assurance Plan

· Manufacturer's Equipment Operating Manuals (per ship)

· Ship Manager developed Commercial Procurement Procedures

· Ship Manager developed Preventive Maintenance Plan Phase M

· Ship Manager developed Preventive Maintenance Plan Phase O

· Ship Manager developed Activation Plan

· Ship Manager developed Operational Plan

· Ship Manager developed Deactivation Plan

6.3.1.3 Government specific Standards include:

· U.S. CFRs (mandated by law)

· FAR Part 44, Subcontracting Policies and Procedures

· The Maritime Administration Operational Management Manual (TE-1)

· The Maritime Administration Logistics Management Manual (TE-5) and the following:

· Logistics Management Standards

· General Performance Standards for All GFP. Preserve, manage and control all spare parts, accountable property, ship's drawings and technical manuals in a manner that prevents waste, theft and unnecessary procurement.

· Special Performance Standards for the Management of accountable property

· Maintain a complete and 100% accurate inventory of all accountable property in RMS

· Engineering Operating Manuals (per ship)

· Deck Operating Manuals (per ship)

· The contract itself

· NDRF Severe Weather Plan

· Mooring Plan for Outported vessels

· MSC SOP (electronic version - provided at activation)

· Navy, MSC, and Area Command SOPs (electronic versions provided as needed)

· Rules and regulations of the Federal Communications Commission (FCC)

· COMSC Communications Policies and Procedures Manual

· U.S. Public Health Service Regulations - to maximum extent possible

· Carriage of HAZARDOUS or Explosive CARGOES: USCG regulations, Occupational Safety and Health Act of 1970 (29 USC 655, et. seq.); regulations prescribed by the Department of Labor (DOL) for longshoremen; and COMSC instruction 9023.1 Subj: Safety regulations Governing Handling and Transportation of Ammunition and Other Hazardous Cargoes.

· U.S. Department of State (Passports)

· Admiralty Law

· USCG (Licensing, Documentation, Safety)

· U.S. DOL (Wage Determination)

· Occupational Safety and Health Act

· Internal Revenue Service (Taxation)

· State Policies and Regulations (Taxation, Unemployment, Workers Compensation, Safety)

· Industrial Security Manual

· Other (public health, FCC, etc.)

· Exceptions (waivers, public vessel exemptions)

· Claims Package (Attachment J-3)

6.4 The Business Plans shall encompass all known facets of the maintenance, repair, regulatory compliance, and any planned operations of the vessel. The Business Plans shall identify all estimated resources and scheduling for successful execution. Demonstrate adequate risk management of M&R performance/cost/schedule/readiness etc. in the development of the BP. Each vessel shall have an Initial Business Plan and a Final Business Plan.

6.4.1 Initial Business Plan: Ship Managers shall submit an initial business plan consisting of the Notional Business Plan spreadsheet (excluding the Master Schedule, Prior Year (PY) BP Execution, and Current Year (CY) BP Execution tabs). The initial business plan shall be supported by NS5 budget project entries in accordance with the latest NS5 business protocol. This initial business plan shall serve as the basis for discussions with the Ship Manager prior to the submission of the final business plan. Submit to the Maritime Administration no later than April 10 of each year.

6.4.2 Final Business Plan: Ship Managers shall submit a final business plan consisting of the Notional Business Plan spreadsheet (including all tabs), Narrative, Configuration change proposal(s) (if applicable), and special survey and dry-dock planning (if applicable). The final business plan shall be supported by NS5 budget project entries in accordance with the latest NS5 business protocol. Submit to the Maritime Administration no later than July 1 of each year.

6.5 Business Plan Development and Update

6.5.1 Current Year Business Plan (CY BP) is the COTR approved work plan the ship manager (SM) is executing during the current fiscal year (FY).

6.5.1.1 Establish from the prior fiscal year's Budget Year Business Plan, as approved by the Maritime Administration.

6.5.1.2 Effective on October 1 of each contract year.

6.5.1.3 Identify the required work; estimate the cost and schedule for projected actions, i.e., preventative maintenance, corrective maintenance, and regulatory surveys and inspections; define the necessary resources; and schedule the execution of these actions to sustain the vessel in its required readiness.

6.5.1.4 Update to reflect actual work performed, costs and dates as work is accomplished and invoices are received.

6.5.1.5 Adjust to include changes as required for unknown work changes to schedules, and the Maritime Administration mandated adjustments.

6.5.1.6 A review of the current year business plan execution will be conducted quarterly at a minimum. The Notional Business Plan worksheet associated with the current year shall be updated to reflect progress and changes (i.e., deferred items, emergent items). A narrative is not required for business plan updates.

6.5.1.7 Upon completion of the fiscal year, the Current Year Business will become historical data.

6.5.2 Budget Year Business Plan (BY BP) estimates, schedules, and projects work the ship manager will execute in the following fiscal year (FY). The Budget year Business Plan becomes the Current Year Business Plan in the following fiscal year.

6.5.2.1 Establish from the prior fiscal year Budget Year plus One (BY+1).

6.5.2.2 Identify all known and required work; estimate the cost and schedule for projected actions, i.e., preventative maintenance, corrective maintenance, and regulatory surveys and inspections; define the necessary resources; and schedule the execution of these actions to sustain the vessel in its required readiness.

6.5.2.3 Provide cost estimates by equipment, system or space for possible unknown repairs and corrective maintenance actions based on historical data.

6.5.2.4 Continuously update as requirements are identified and refined utilizing RMS.

6.5.2.5 Report requirements identified after July 1 and required in the following fiscal year to the COTR for inclusion in the plan.

6.6 Business Plan Execution

6.6.1 Through a Maritime Administration issued TO, accomplish all facets of the Current Year Business Plan as approved by the Maritime Administration.

6.6.2 Accomplish corrective actions and repairs not specifically identified in the Current Year Business Plan but projected as an estimate for a system or space (see Section 6.4.2.3).

6.6.3 Provide updates to RMS to reflect actual start and completion dates, actual costs, and changes to scope of work.

6.6.4 Notify the COTR of any events or required actions which will warrant a change to the business plan.

6.6.4.1 Accomplish changes to the business plan as directed by the COTR. Changes will be administered through a Contract Modification, new TO, or TO Modification.

6.6.5 The Maritime Administration ADP Interface: Provide ISP for vessels while in ROS. DSL is not required for RMS. Ensure Ship Manager ADP is compliance with the Maritime Administration ADP system. The Maritime Administration ADP system is provided in the Tech Library under MISC. The Maritime Administration will provide the following software programs and appropriate training:

CARGOMAX
RMS

6.6.6 ABS Nautical Systems v. 5 (NS5) will be provided as the Ready Reserve Management System (RMS). The Maritime Administration will transfer at its expense all legacy systems and provide training in the use of NS5. Enter accurate and timely data into RMS as required. The Maritime Administration 's license comes with the following mandatory modules which the SM will use:

- Maintenance
- Inventory*
- Reports
- Replication

*The inventory module is accompanied by a purchasing module. Ship Manager must use the purchasing module to enter cost data and vendor data. Further use of the purchasing module, is at the optional discretion of the Ship Manager.

The Maritime Administration 's license comes with the follow module which it is optional for the SM to use:

Purchasing module except for the items noted above.

Although NS5 may have other modules, the Maritime Administration 's license does not include these.

6.6.6.1 Ship Manager Responsibilities towards RMS:

6.6.6.1.1 The vessels' existing Preventative Maintenance Plans will be entered into RMS as individual work items. The current frequency will also be entered into RMS with an associated equipment and system. The ship manager shall review and modify the procedure and frequency, as necessary. The ship manager should also assign any sub-equipments (this is managed via pull-down menus where sub-components are already linked to the parent equipment). Ship Managers will have to activate the work item within the system (mouse click on the screen). Based on the frequency of the work item, a schedule will be auto-generated. The ship manager shall record accomplishment of all preventative maintenance actions within RMS as well as any additional maintenance or repairs required.

6.6.6.1.2 The ship manager is required to review all outstanding repair and procurement Work Orders). These items should have associated scheduled completion dates and cost estimates as well as associated equipments and systems. Ship Manager shall validate each within the system.

6.6.6.1.3 The ship manager shall use the system to identify new work and procurements required through the utilization of the system's "Work Order". Each item shall include: Title; Priority (4 level); Category (General, Hull, Mechanical, or Electrical) Associated equipment(s), System, or Space(s) (entered via a drop-down menu); clear and concise Statement of Work; Estimated

Materials and Labor; Estimated, Committed, and Actual Costs; Vendor; Parts Required if procured or used from onboard or warehouse spares (from existing spare parts database).

6.6.6.1.4 Where applicable, the ship manager shall develop "Events". Events are a group of "Work Orders" that occur during a common time period or shipyard availability (i.e. a drydocking).

6.6.6.1.5 The ship manager shall attach electronic files, as appropriate, within the system. This can occur at various points for work orders or for specific parts. The files may be drawings or contractor reports. Any file format is accepted.

6.6.6.1.6 All spare parts data will be entered into RMS. The ship manager shall record usage and management in accordance with the Logistics Management Manual.

6.6.6.1.7 Establish, apply and maintain appropriate resources to input, maintain and integrate data, information and processes for all contract requirements.

6.6.6.2 Attend the Maritime Administration RMS-related user training as directed.

6.6.6.3 Computer requirement. Ship Managers will provide computers for shorebased use, and for use of their port engineering team(s) as follows:

Hard drive:	40 GB
Processor:	1 GHz
RAM:	512mb or higher
Display:	Super VGA (1024 x 768)
Peripherals:	CD-ROM and DVD, Keyboard, MS Mouse
OS	Windows 2000 Pro or Windows XP Pro

Ship Managers shall provide Microsoft Office 2003 Professional Edition, and capability to attach, transmit, and receive email.

The Maritime Administration will provide computers for RRF vessels which meet these minimum requirements.

6.6.7 Reporting and Analysis Support

Provide ADP support to ensure successful generation of all reports required under Reporting Requirements.

6.7 Subcontractor Management

6.7.1 Subcontracting Policies and Procedures - See Attachment J-2.

6.7.1.1 Provide acquisition services compliant with FAR Part 44.

6.7.1.2 Provide timely and accurate data concerning subcontract awards as required by FAR 19.7. (CDRL BUS-0001)

6.7.1.3 Submit subcontract specifications/solicitations for review, obtain consent to subcontract, and provide advance notification in accordance with FAR 44.2 and the subcontracts clause of this contract. In addition, the CO may require review/consent of any individual action or invoke lower thresholds as deemed necessary irrespective of the above review requirements.

6.7.1.4 Submit written commercial purchasing procedures for commercial purchasing system review (CPSR) and notify the CO (PCO and ACO) of any changes thereafter.

6.7.2 Quality Assurance

6.7.2.1 Develop and execute a Ship Manager Quality Assurance Plan (QA). Notify the Maritime Administration of any changes to the Ship Manager developed QA which was submitted as part of the proposal. (CDRL BUS-0002)

6.7.2.2 Ensure the Maritime Administration receives copies of all third party audits of any Ship Manager policies, procedures, processes or system, in particular those relating to ISM certification and quality assurance. (CDRL BUS-0003)

6.7.2.3 Permit the Maritime Administration employees (ACO or COTR) to accompany third party auditors during their inspections.

6.8 Phone Lines on ROS Vessels: Three (3) phone lines are available for ROS vessels. These are part of the utilities provided under layberth contracts. Additional phone lines are to be included in the Ship Manager's fixed price or may be installed at the Ship Manager's cost during the performance period. Ship Managers are responsible for all costs associated with the use of phone lines. Telephone jacks may be disconnected during activations. Disconnection/re-connection of three (3) telephone lines are reimbursable.

6.9 Provide those items normally associated with Ship Manager staff performance, including, but not limited to: laptop computers, cell phones, personnel assistant devices, dedicated phone, fax and ISP, and required technological up-dates as such items become common to administrative performance.

C.7 FINANCIAL MANAGEMENT

Performance Goal: Effectively manage and control costs.

7.1 Cost Management, Control and Efficiency

7.1.1 Monitor the approved business plan, authorized funding, contract obligations, and actual expenditures to ensure the overall business plan is executed effectively and efficiently.

7.1.2 Provide notification to the Maritime Administration on changes in funding requirements and ensure the government receives the best value of contracted goods and services.

7.1.3 Support government reprogramming actions and timely closeout of TOs.

7.2 Expenditure/Obligation Management

7.2.1 Establish procedures, processes and systems to ensure accurate and timely management of expenditures and obligations.

7.2.2 Ensure submission of invoices in government provided electronic invoicing system and encourage prompt submission of all invoices from subcontractors and vendors.

7.3 Government Audit Support
Cooperate with and provide adequate ship manager support to on-site government auditors as reasonably required for them to accomplish their duties.

7.4 Insurance/Claims Support
Provide adequate staff support to process all claims and settlements. Develop and execute policies to effectively mitigate the Government's liability.

7.5 Records Retention Support
Maintain and make available specific documentation for designated time periods in accordance with FAR 52.215-2 "Audit and Records -- Negotiation" and FAR Subpart 4.7 to satisfy contract negotiation, administration, and audit requirements of the contracting agencies and Comptroller General.

C.8 GOVERNMENT FURNISHED ITEMS

Directions for public access to the Maritime Administration's Virtual office of Acquisition which contains copies of Ship Manager contracts and contract modifications are available at http://www.voa.marad.dot.gov. See Ship Manager Award page.

The Government will provide:

· Ships and all appurtenances and ancillary equipment

· Shipboard computer hardware/software for CARGOMAX and RMS

· Shipboard computers

· Licensing for ABS NS5

· Outfitting Lists by Department (Deck, Engine, Steward)

· Berth - either a Non-NDRF layberth also known as the Outport Berth. This is a berth at a location which is not part of the NDRF

Or NDRF berth. This is a berth within one of the three (3) NDRFs. No phone lines are connected. DH and cathodic protection are provided.

8.1 Maintenance Documentation

· Existing VMAs/P4Ps per ship

· Water Chemistry Program (services)

· Manuals and training to utilize the Maritime Administration's Water Chemistry Program

· Lube Oil Analysis Program (services)

· Manuals and training to utilize the Maritime Administration's Oil Analysis Program

· VMAs/P4Ps of each ship as they currently exist

· List of Outstanding Deficiencies per ship - at turnover meeting

· Current status of regulatory body documentation (certifications/inspections) at turnover meeting

. RSTARS (web access password)

· SAFENET Access (at turnover meeting)

8.2 Logistics, Activation, Operations, and Deactivation

· RMS software

· Accountable property, spare parts, technical manual and ship's drawing databases

· MLSS CD-ROM (every 3 to 6 months)

8.2.1 Standard Yellow Administrative Filing Cabinet (onboard ships)

This list may be modified by the Maritime Administration at any time during the performance period of the contract. MAR-612 maintains the official list with number and content and will periodically update and re-issue the list.

1. Index of Administrative Documents

2. Blue Book of Ship Regulatory Certificates

3. Shipboard Oil Pollution Emergency Plan (SOPEP)Non-Tank Vessel Response Plan in one CD format

4. Ship's Trim and Stability Booklet

5. Military Sealift Command's Communications Policies and Procedures Manual (See MSC Disc 1/5, COMSC Instruction 2000.2 CH-1)

6. Military Sealift Command's Standard Operating Manual (See MSC Disc 1/5, COMSC Instruction 3121.9A CH-2)

7. Reserved.

8. RRF Ship Manager Contracts and Technical Exhibits - See Ship Manager for details, or if internet access available, access http://voa.marad.dot.gov (specific instructions follow under Volume 8 tab)

9. RRF Logistics Management Manual (aka TE-5)

10. RESERVED.

11. Ship Manager Activation Plan

12. Ship Manager Operations Plan

13. Ship Manager Deactivation/Lay-up Plan

14. RMS NS-5 Instructions - See user's guide on provided CD-ROM.

15. CBRD Reference Materials

RRF Videos and CD's

(A) SOPEP/NTVRP, CD see Volume 3

(B) MARAD Safety Awareness (one CD)
(1) Shipboard Drug and Alcohol Testing Program
(2) Back Care for Maritime Industry (presently on FSS only)

(C) Medical Emergency CD (one CD)
(1) An Elephant on the Chest - Treatment of Angina
(2) Green with Envy - Treatment of Seasickness
(3) Don't Get Choked Up - Treatment of Choking
(4) The Eyes Have It - Treatment of Contaminated Eyes
(5) Use Your Head - Treatment of Head Injury
(6) Don't Be a Fall Guy - Treatment of Severe Trauma
(7) Be Prepared - Treatment of Seizure
(8) One Hand for the Ship - Treatment of Amputation
(9) A Shock to the Heart - Treatment of Heart Attack
(10) Cooking Up Trouble - Treatment of Burns

(D) Bunkering Video (1) and Bunkering Checklist Sheet

(E) MSC CD's - New Editions Released Quarterly:

(1) Disc 1/5 - Shipboard Directives/COMSC Instructions, Notices & Forms - List #2 & #5

(2) Disc 2/5 - ALMSCS/ALMSCFOXTROTS, Inmarsat & Outfitting Allowance of Other Naval Publications - List #1 (A-N)

(3) Disc 3/5 - Outfitting Allowance of Other Naval Pubs & Zips for Ships - List #1 (N-Z)

(4) Disc 4/5 - Other Naval Instructions & Antiterrorism Commander's Guide - List #4

(5) Disc 5/5 - Miscellaneous Publications - Lists #3 & #4

(F) NS-5 System User's Guide CD

Marine Fire Prevention, Fire-fighting, and Fire Safety (book)

The Ship's Medicine Chest and Medical Aid at Sea (book)

ISM Safety Management Plan (placed onboard by Ship Manager company)

8.3 Safety, Environmental, and Security

· Personal protective equipment listed in TE-1 Section 18

· Safety posters (at various times throughout contract performance period)

· SOPEP/VRP as required per ship

· USCG approved ISPS Security Plan (one per ship)

8.4 Business Management

NTP Business Plan: The Current year's (currently being executed) Business Plan (BP), the budget year BP and any known material for the five year BP per vessel.

· Software for computer (for RMS)

8.5 Financial Management

· Not applicable

[END OF SECTION C]

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 J-2

SHIP MANAGER (SM) SUBCONTRACT PURCHASING POLICIES

The purpose of this instruction is to establish policies and procedures for

1.0 review and approval of the commercial purchasing system (CPS);
2.0 consent to subcontract and review/advance notification of subcontracts; and
3.0 MARAD specific subcontract requirements,

in conjunction with Federal Acquisition Regulation (FAR) Part 44, Subcontracting Policies and Procedures.

1.0 COMMERCIAL PURCHASING SYSTEM (CPS)

1.1 SM DELIVERABLE

The SM is required to provide its CPS procedures to the Procuring Contracting Officer (PCO) within 90 days of NTP. However, the SM is encouraged to provide the deliverable early to enable the review process to be completed in a timely manner.
1.1.1 The CPS will be reviewed in accordance with FAR 44.303. In addition, special attention shall be given to:

1.1.1.1 "Best value" practices. In a "best value" practice, all aspects of ship's requirements and subcontractor's capabilities must be considered. In so doing, such enhanced performance factors as increased readiness, shortened repair period or prompt response may outweigh low price alone. The SM procedures shall be well defined and consistently applied and shall follow purchasing practices appropriate for the requirement and the dollar value of the purchase.

1.1.1.2 Methodology for the acquisition of quality products and services at fair and reasonable prices.

1.1.1.3 Minimization of acquisition lead-time and administrative costs of purchasing.

1.1.1.4 Use of self-assessment to support continuous improvements in purchasing.

1.1.1.5 Ability to segregate and track costs (Section 3.2).

1.1.1.6 Maintenance of complete subcontract documentation (Section 3.4).

1.1.1.7 Use of electronic commerce to the maximum extent practicable, for transmission, processing, invoicing and storing data associated with the SM contract.

1.1.1.8 Procedures to identify capable and reliable contractors who have successful past performance records and who can demonstrate a current ability to perform.

1.1.1.9 Procedures for inclusion of appropriate, current flow-down clauses, terms and conditions (Section 3.7).

SMs with CPSs previously approved by other Government agencies shall submit a copy of the documentation of the approval to the PCO in addition to a copy of its procedures for review.

1.2 MARAD REVIEW OF CPS

Review of the CPS may take upwards of 90 days. To ensure consistency in the CPS review and approval process, MARAD has retained the services of the Defense Contract Audit Agency (DCAA) to perform a review of the CPS deliverable. DCAA's review will consist of a combined audit of procurement and accounting procedures and may include an on-site audit at the SM's facility.

If deficiencies are found, the PCO will advise the SM of the deficiencies and recommend the necessary steps the SM must take to gain approval. In accordance with FAR 44.305-2, the SM shall be expected to reply within 15 days with a position regarding the recommendations.

Upon receipt of a favorable review, the PCO will issue notification of approval. Until such time as SM's CPS has been approved by MARAD under the current SM contract, subcontracts are subject to the approvals outlined in Section 2.2.1.2. MARAD CPS approval issued under a prior contract does not apply to the current SM contract.

1.3 MAINTENANCE OF CPS

The SM shall advise the PCO and Administrative Contracting Officer (ACO) of any change to its commercial procedures 14 calendar days prior to implementation throughout the performance period of the SMC.

The ACO will monitor the SM purchasing program in accordance with FAR 44.304. ACO review(s) may require on-site attendance at the SM's facility. The SM shall assist the ACO by providing space, administrative support, and access to records/reference documents during these inspections.

In accordance with FAR 44.302, once initial approval has been given, at least every 3 years, the ACO will determine whether a purchasing system review is necessary. The ACO will provide CPS re-certifications. MARAD will conduct annual cost incurred financial audits on SM records utilizing the services of DCAA. If warranted, interim cost-incurred audits will be ordered.

1.4 WITHDRAWAL OF CPS APPROVAL

During the performance period of the SMC, the ACO may lower the advance notification/consent thresholds, if there has been deterioration of the SM CPS or to protect the Government's interests. The ACO will issue a deficiency report to the SM, with a copy to the COCO and PCO. The SM shall immediately conform to the ACO's lower thresholds, and respond to the deficiency report within 15 days. Upon review of the response, the ACO may determine that the lower thresholds should continue or make a decision to withdraw approval of the CPS if it is determined that the SMC is deviating substantially from the approved CPS.

2.0 SUBCONTRACT REVIEWS

The SM shall provide subcontracts and documentation for review as follows:

2.1 ADVANCE NOTIFICATION

2.1.1 Notification to ACO prior to award, with copy of intended subcontract

Dollar Level	Type of Contract
Any	Other than Fixed Price

2.1.2 The PCO waives the requirement for advance notification of fixed price contracts.

2.2 CONSENT

2.2.1 Request for consent to subcontract to ACO

2.2.1.1 With Approved CPS

Dollar Level	Type of Contract
>$125K	Other than Fixed Price
>$1M	Fixed Price (sole source)
>$2.5	Fixed Price (competitive)

2.2.1.2 Without Approved CPS

Dollar Level	Type of Contract
>$25K	Other than Fixed Price (except T&M)
>$50K	Time-and-Materials

>$100K Fixed Price

2.3 CONSENT TO SUBCONTRACT GUIDELINES

The request for consent to subcontract and supporting documentation shall be submitted to the ACO electronically at least 10 working days prior to intended subcontract award date. The ACO review will include the considerations listed in FAR 44.202-2 as well as consent limitations in 44.203. The SM request shall include all applicable informational elements listed in FAR 52.244-2, Subcontracts, subparagraph (f)(1). Additionally, the consent request shall include:

- A clear analysis of the award decision, including all factors considered
- Copy of proposals received and an abstract of proposals
- Copy of proposed subcontract, including any changes to terms and conditions
- Summary of negotiations, including explanation of variance between proposed and negotiated prices
- Separately priced bonds and insurance, if coverage exceed 3.7.4 requirements
- Specific funding required for the basic subcontract, supplemental growth, options, and projected SM administrative costs
- Milestone schedule

2.4 ADDITIONAL REVIEW REQUIREMENTS

2.4.1 COTR/ACOTR specification reviews are always required regardless of the level of subcontract review.

2.4.2 For any subcontract requiring formal consent, the associated solicitation shall be submitted to the ACO for pre-issuance review electronically at least 10 working days prior to intended issuance date. The solicitation package submitted shall include:

- Solicitation
- Documentation of specification review and approval by the COTR/ACOTR
- Source List
- Detailed estimate
- Basis for determination of liquidated damages, diversion/inter-port differentials, bonding, and insurance, if coverage exceeds 3.7.4 requirements

Thereafter, a copy of all changes or amendments to the solicitation will be provided to the ACO and COTR/ACOTR concurrent with issuance.

2.4.3 Notwithstanding the established review thresholds, the ACO or PCO may request a pre-award review of any complete subcontract, or part thereof (e.g., sole source, non-commercial items).

2.5 SPECIAL PROCEDURES FOR MISSION ESSENTIAL AND EMERGENCY REPAIRS

The SM shall only purchase supplies or services authorized by a Task Order (TO) or TO modification except for mission essential and emergency repairs described below:

2.5.1 Mission Essential and Emergency Repairs: Foreign and domestic

Mission essential repairs are defined as repairs necessary to support a No-Notice Activation, or repairs necessary to prevent or correct unanticipated change in a ship's readiness status to C-3 or C-4.

An emergency is any action that is needed to protect or prevent the loss of life, limb, or property.

2.5.2 Mission Essential Repair: General Policy

The SM shall notify the ACO and COTR/ACOTR as soon as possible, and at a minimum:

- Define the intended work in as much detail as possible.
- Develop an estimate of cost, and an initial not to exceed value.
- Make all attempts possible to obtain competition, given the circumstances.
- Obtain fixed price rates for subcontracted labor (to include straight time and overtime) fully burdened material, mutually acceptable terms and conditions.

o Recommend project start and completion dates.
o Obtain verbal authorization for no-notice activation from personnel designated in Section G.6. Obtain verbal authorization for other mission essential and emergency repairs from the ACO as soon as practical. The ACO will issue a written TO confirming verbal authorizations as soon as possible.

2.5.3 Mission Essential Repairs Inside the United States

2.5.3.1 The SM shall comply with the policies of Section 2.5.2 and all appropriate aspects of its approved CPS.

2.5.3.2 All appropriate flow-down clauses shall be used, inclusive of Service Contract Act FAR-52.222-41.

2.5.4 Mission Essential Repairs Outside the United States

MARAD has been granted authority to waive the flow-down clauses required by FAR Part 44 for all non-commercial subcontract repairs accomplished in foreign ports. There are no mandatory flow-down clauses for foreign commercial item repairs. The SM shall comply with the policies of Section 2.5.2 and all appropriate aspects of its approved CPS as closely as possible, given the circumstances.

2.5.5 Planned Repairs Outside the United States

Aside from the waived flow-down clauses of FAR Part 44 noted above, the SM shall conduct planned foreign repairs (e.g. pre-positioned vessels) in accordance with all other aspects of Section 2.5.2 and its approved CPS.

2.5.6 Emergency

The SM is authorized to take whatever action is deemed necessary to protect or prevent the loss of life, limb, or property.

3.0 MARAD SPECIFIC SUBCONTRACT REQUIREMENTS

3.1 SUBCONTRACT FUNDING

MARAD may obligate funding for subcontracts on the initial TO, or may elect to obligate funding at a later date via TO modification. The SM is expected to timely execute the approved business plan by soliciting services or supplies "subject to the availability of funds;" however, the SM shall not sign a contract with a subcontractor and shall not incur a legal obligation without a funded TO.

3.2 SEGREGATION AND MONITORING OF FUNDS

The SM is responsible for performing the ordered work, by the required delivery date, and within the authorized funding levels for each CLIN of the TO. The SM shall segregate and monitor costs accordingly.

The SM must notify the ACO in writing when 75% of the funds provided on the TO have been expended. SM are cautioned that this notification requirement applies to individual TOs even when multiple TOs are used on a project. Further, the SM shall notify the COTR/ACOTR and ACO at any point that it is determined that the ordered work cannot be accomplished within the required delivery and/or within the authorized funding.

The SM shall provide a tracking report in Excel spreadsheet format upon request. The spreadsheet shall include the following data elements, at a minimum:

o Vessel Name
o SM Contract number
o TO number
o CLIN number
o DSN number
o DSN funded amount
o DSN actual cost
o Short description of services/supplies
o Dollar Amount invoiced
o Subcontractor name

o Subcontractor invoice number
o Subcontract number

3.3 SUBCONTRACT SOCIOECONOMIC STATISTICAL REPORTING

All SM regardless of business size, shall report to each ACO by the 5th of each month, the total number and total dollar value of subcontracts awarded by the SM for that MARAD region as follows:

Type of Firm (U.S.)	Total # of subcontracts	Total Dollars
SDB Awards	_____	_____
Women Owned SB	_____	_____
SBA 8(a) SB Awards	_____	_____
HUBZone SB Awards	_____	_____
Veteran Owned SB Awards	_____	_____
Service Disabled Veteran Owned SB	_____	_____
Total Small Business Awards	_____	_____
Other U.S. Large Business Awards	_____	_____
Total U.S. Subcontract Awards	_____	_____
Total Foreign Subcontract Awards	_____	_____
Total Subcontract Awards	_____	_____

NOTE: Awards to small businesses must be counted in all appropriate categories. For example, an award to a Woman-owned, HUBZone certified firm would be included in both Woman-owned and HUBZone firm figures, but included only one time in Total Small Business Awards. In other words, the Total Small Business Awards will not necessarily equal the sum of all small business awards for the several types of small business firms.

SM certified as a large business shall monitor small and minority business awards in relation to the SM's subcontracting plan goals, accumulate data on all subcontract awards, including those less than $50,000 and submit a SF-294 (Exhibit I), Subcontracting Report for Individual Contracts and SF-295 (Exhibit II), Summary Subcontract Report to the ACO as required by FAR.

3.4 SUBCONTRACT DOCUMENTATION

For purposes of Government auditing, the SM shall establish and maintain an individual file for each subcontract, which may be in electronic format. The file shall be identified with a sequential number for tracking. The file shall be adequately documented to establish the propriety of the transaction and the price paid, and that the SM complied with its commercial purchasing procedures. The subcontract file shall contain the following, as a minimum:

o Copy of TO(s), with adequate funding authorized for this purpose
o Subcontract, including clearly defined requirements (see Section 3.7)
o Copy of all modifications to the subcontract
o Documentation of competition obtained for purchases **of supplies >$3,000 and services >$2,500 or, in the absence of competition, proper justification for not competing the requirement.**
o Documentation of purchase decision, evidencing that the price paid was fair and reasonable and the subcontractor selected represented the best value to the government
o Documentation of negotiations (if conducted), including explanation of variance between proposed and negotiated subcontract prices
o Proper approvals, including SM internal approvals in accordance with commercial procedures and MARAD specification, solicitation, and award approvals
o Documentation of inspection and acceptance
o Documentation of payment in accordance with subcontract terms
o Copy of ACO direction to use Government source of supply (i.e., GSA) or approval of unique terms and conditions (i.e., insurance, bonds, demurrage, progress payment)
o Documentation of rationale for not using directed sources (i.e., fuel)
o Closeout documentation, including final invoice payment marked as such.

Documentation may be maintained in separate files/systems where logical (e.g., documentation of payment in electronic accounting system), provided that the individual subcontract file indicates where the documentation is located and it is available for Government review at the SMGR corporate facility.

3.5 SUBCONTRACTOR PAYMENTS

The SM shall encourage vendors to submit invoices promptly. Ideally, the SM should encourage the use of electronic invoicing from the subcontractor to achieve accurate, timely invoices for review and payment. Prompt submission of invoices can be a consideration for best value as it permits obligated funds to be liquidated and excess funds deobligated.

The SM is responsible to verify the validity and accuracy of all subcontractor invoices prior to forwarding them to MARAD for reimbursement. Repeated invoice inconsistencies and errors are a reflection of poor quality control processes and will impact the SM's performance assessment. MARAD will reclaim overpayments directly from SM. The SM shall submit invoices after receipt of supplies/services in accordance with Section G.14.

In the rare situation where commercial practice is for buyer financing of goods or services in excess of the SM stipulated minimum working capital requirements (Section G.10), the SM may request advance payment on a case-by-case basis. For purchases of commercial items, financing of the contract is normally the contractor's responsibility. However, in some markets the provision of financing by the buyer is a commercial practice. The amount of advance payment requested shall not exceed the amount to be actually paid in advance based on the best terms the SM is able to negotiate with the agent or service provider. SM shall submit their request for advance payment (i.e., payment in advance of receipt of supplies/services) to the ACO via e-mail with a copy to the COTR/ACOTR and FCO, in the following format. The e-mail should be marked as URGENT.

"Request advance payment in the amount of $_____ (insert amount) under Contract _____ (insert SM Contract #) / Task Order _____ (insert TO #, if applicable), for _____ (insert description of services/supplies). Documents to support the amount requested are attached (i.e., detailed estimate, pro forma invoice from the subcontractor). The scheduled pay date is _____ (insert date)."

The SM is to include a clear statement or rationale stating why advance payment is necessary and that the value exceeds their contract stipulated minimum workiing capital.

The ACO will evaluate and approve/disapprove the request via e-mail. If approved, the TO will also indicate that advance payment is authorized. The SM shall submit an invoice, indicating the date when payment is required in the certification statement block on the EIS invoice form and indiicating in the description field on the supporting spreadsheet that this is an advance payment. MARAD will endeavor to meet the specified payment date, however, be advised that commercial advance payments are not subject to the interest penalty provisions of the Prompt Payment Act in accordance with FAR 32.9.

3.6 SUBCONTRACTOR CLAIMS AND DISPUTES

Subcontracts are between the SM and the subcontractor, and the SM is responsible for resolving subcontract disputes. The SM shall advise the ACO and COTR/ACOTR of disputes, changes in status of disputes, and potential costs or delays in delivery or possible litigation. MARAD will not directly participate in disputes and/or settlement.

MARAD endorses and recommends the use of alternative disputes resolution (ADR) procedures. The SM is responsible for all administrative and legal costs associated with resolving such disputes, except when the government has authorized reimbursement by issuance of a TO. When private counsel has been authorized, the government will reimburse reasonable costs associated with such representation subject to the funding limitations of TO.

Payments of judgments or settlements resulting from this disputes resolution process are the responsibility of the SM, although the SM may request reimbursement provided that indemnification under Section G.7.4.1 does not apply. SM are cautioned to seek prior approval from the ACO of settlements, which the SM intends to submit for reimbursement, in order that a reserve of appropriated funds can be made for the claim. The liability of the United States under this clause is subject to the availability of appropriated funds.

If a dispute is not settled between the SM and the subcontractor and the matter advances to a formal claim in the Courts, Section G.7 Claims and Litigation will apply.

3.7 GENERAL SUBCONTRACT POLICIES

3.7.1 Subcontract Basic Content - SM subcontracts shall contain the following information, at a minimum:

o Identification number

- o Date of Subcontract Award
- o Description of supply/service
- o Delivery/performance date
- o Place of delivery/performance
- o Packing or shipping instructions, if any
- o Address to submit invoices
- o Terms and Conditions

3.7.2 Flow Down Clauses - The SM shall incorporate appropriate flow-down clauses in subcontracts inclusive of the Service Contract Act (SCA). U.S. Department of Labor Wage Determinations can be found at http://www.wdol.gov/sca.aspx#0 . The Wage Determinations can be found under the following numbers:
Texas, Houston 2005-2515
Texas, Beaumont 2005-2505
Texas, Orange 2005-2505
Texas, Channelview (Harris County) 2005-2515
Texas, Port Arthur (Jefferson County) 2005-2505
Texas, Corpus Christi (Nueces County) 2005-2507
Virginia, Norfolk and Newport News 2005-2543
Massachusetts, Buzzards Bay (Barnstable County) 2005-2259
Massachusetts, Boston (Suffolk County) 2005-2255
Maine, Castine 2005-2247
Maryland, Baltimore 2005-2247
South Carolina, Charleston 2005-2473
Florida, Jacksonville 2005-2115
New York, New York 2005-2375
Florida, Tampa (Hillsborough County) 2005-2125
Alabama, Mobile 2005-2009
California, Alameda, Contra County 2005-2051
Washington, Pierce County 2005-2567

The Ship Manager is authorized to utilize the clause set forth in H.22, Physical Loss or Damage to the Vessel or Other Government Property during Dry Docking or Shipyard Availability (Oct 2007), to limit the shipyard's liability during the dry docking of RRF vessels. Under H.22, the Maritime Administration assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property, including cargo, if owned by the Government, which occurs during a dry docking or shipyard availability, except to the extent the Ship Manager's Subcontractor (the shipyard) is liable under the following clause. The Ship Manager shall report all loss or damage to the vessel or other government property including, but not limited to, loss or damage for which the Subcontractor is liable under H.22. If such loss or damage exceeds the limit of liability set forth in H.22, the Ship Manager shall promptly notify the ACO, both verbally and in writing, of the loss or damage and await direction from ACO. By authorizing the Ship Manager to include H.22 in a subcontract with a shipyard the Maritime Administration agrees to release the Ship Manager from, and not to seek indemnification from the Ship Manager for, the risks assumed by the Maritime Administration under H.22, except when the indemnification provision of Clause G.7.4 of the Ship Manager Contract applies.

Flow-down clauses vary with the type of item, price, and place of purchase. The SM is responsible to select and apply the correct clauses to avoid unnecessary cost to the Government.

3.7.2.1 Commercial Items - In accordance with FAR 44.402, all commercial item purchases shall include the flow-down clauses listed in FAR 52.244-6, Subcontracts for Commercial Items, and SCA, except for subcontracts obtained outside the United States. Supplies/services ordered by MARAD are considered commercial items unless otherwise stated on the TO.

3.7.2.2 Non Commercial Items - Purchases for supplies and services that do not qualify as commercial items (as determined by the MARAD ACO) shall include all appropriate clauses that flow-down from the SM Contract, including SCA.

3.7.3 Subcontract terms - The subcontract shall not include any language implying or stating that it is an agent of the Federal Government, and the SM shall not sign as "agent" or 'SM for MARAD." The subcontract shall not include terms that bind the Government to the results of arbitration, judicial determination, or voluntary settlement between the prime contractor and subcontractor.

3.7.4 Insurance - The SM shall require insurance from subcontractors to protect Government property in an amount appropriate to the subcontract, which shall be determined on a case-by-case basis. Typically, when a vessel is transported to a shipyard facility for a repair availability, MARAD requires the following types of insurance and minimum coverage during the entire performance of the subcontract:

(a) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - no minimum.

(b) Employers Liability - $5 million bodily injury by accident, each accident - $5 million bodily injury by disease each accident - $5 million bodily injury by disease in the aggregate.

(c) Maritime Employers Liability (Jones Act) - $5 million for each person per occurrence and $5 million in the aggregate.

(d) Comprehensive General Liability - $5 million combined single per occurrence limit for bodily injury and property damage and $5 million in the aggregate.

(e) Ship Repairers Legal Liability - $5 million per vessel, per occurrence.

(f) Pollution Liability - $5 Million per occurrence.

The SM shall ensure that indemnification extends to MARAD, and the insurance certificate shall name the United States of America as a secondary source certificate holder as owner, along with the SM as vessel operator. Such policies shall contain a statement that there is no recourse against the USA for payment of premium. The SM shall stipulate that upon request the subcontractor shall provide a copy of all original insurance policies within 5 calendar days. The SM shall ensure that the coverage does not contain exclusions that would effectively negate coverage for all but third party liabilities. All such insurance will contain 30 calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer be provided in writing to the U.S. Department of Transportation, Division of Marine Insurance, MAR-780, W23-453, 1200 New Jersey Ave., SE, Washington, DC 20590.

The SM shall obtain and review proof of insurance coverage (i.e., certificate of insurance, policy). The ACO may request that the SM send the subcontractor insurance to the MARAD Division of Marine Insurance for review.

3.7.5 Supplemental Material/Lower Tier Subcontract Markup - The SM shall not include a percentage markup (i.e., material handling charge, burden rate) in its subcontracts for supplemental material or lower tier subcontracts. This type of arrangement is considered a Cost-Plus-A-Percentage-Of-Cost type contract, which is prohibited by FAR.

3.7.6 Subcontractor Screening

3.7.6.1 The SM shall verify that no apparent conflict of interest/improper affiliations exist between the SM and subcontractors.

3.7.6.2 The SM shall verify that proposed subcontractors are not suspended and/or debarred by consulting the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-procurement Programs, website at http://epls.arnet.gov. If the SM intends to subcontract with a party that is debarred, suspended, or proposed for debarment, notification to the ACO is required in accordance with FAR 9.405-2.

3.7.6.3 SM shall evaluate subcontractor performance to establish qualified sources, and to be used as part of the evaluation of best value. The SM is expected to factor subcontractor past performance into its decision on award. The SM must support decisions not to award based on past performance.

3.7.6.4 When procuring services for major overhauls, upgrades or regulatory dry dockings where the services of a full-service shipyard are involved and the subcontract will be awarded using the SM's best value procedures, SM's shall request and evaluate information from offerors regarding their environmental stewardship. This may be done by establishing a source selection factor to specifically evaluate the shipyards environmental efforts. The SM shall identify their weighting of this factor in the subcontract solicitation and document its evaluation in its subcontract consent request where consent to subcontarct is required.

There are countless practices any given shipyard may be using to be a more responsible Environmental Steward that go beyond compliance and provide a "greener more sustainable" ship repair facility. Practices may include but are not limited to the following: corporate, regional or local environmental policy; greenhouse gas reduction strategies; improved water quality efforts; water conservation policies and programs; solid waste reduction strategies including reuse and recycling efforts; improved air quality objectives and goals; environmental management system commitment either through ISO 14001, ISO 14001 Certification, the

National Performance Track Program, State, local or other approved methodologies; green procurement practices; vendor and supply chain environmental control policies and programs; employee environmental recognition programs; hazardous material minimization programs; voluntary compliance reporting programs; community response and awareness strategies; pollution prevention programs; renewable energy efforts; bio-based products; alternative fuel vehicles and alternative fuels; habitat restoration/wetland mitigation programs; litter prevention programs/policies; sustainable building/energy efficient building policies.

Offerors may be evaluated based on the level of detail or the degree of innovation of one or more programs, policies, strategies, or practices that they have implemented. No one specific "green" practice is preferred over another and all efforts will be evaluated in the context of the environmental compliance history of the facility.

********** THIS WAGE DETERMINATION WAS REPLACED 05/11/2010 **********
WD 98-0298 (Rev.-11) was first posted on www.wdol.gov on 05/04/2010
Vessels
****

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REGISTER OF WAGE DETERMINATIONS UNDER  |      U.S. DEPARTMENT OF LABOR
        THE SERVICE CONTRACT ACT       | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |       WAGE AND HOUR DIVISION
                                       |       WASHINGTON, D.C. 20210
                                       |
                                       |
Shirley F. Ebbesen   Division of Wage  | Wage Determination No: 1998-0298
Director             Determinations    |           Revision No: 11
                                       |      Date Of Revision: 04/29/2010
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NATIONWIDE: United States East, West and Gulf Coasts.
Crowley Technical Management, Inc.,: Cape Washington, Cape Wrath, Cape Intrepid, Cape Island, Cape Isabel, Cape Inscription, Cape Taylor, Cape Texas, Cape Trinity, Wright, the Curtiss.
Interocean American Shipping Corporation Vessles: Gopher State, Flickertail State, Cornhusker State, Petersburg.
Keystone Shipping Services, Inc. Vessels: Cape Victory, Cape Vincent, Cape Kennedy, Cape Knox, Cape Race, Cape Ray, Cape Rise.
Marine Transport Lines Inc. Vessels: Cape Edmont, Cape Ducato, Cape Decision, Cape Douglas, Cape Diamond, Cape Domingo.
Ocean Duchess Inc,: Cape May, Cape Mohican.
Pacific Gulf Marine, Inc: Cape Henry, Cape Hudson, Cape Horn, Diamond State, Keystone State, Gem State, Grand Canyon State .
Patriot Contract Services LLC Vessels: Adm Wm M Callahan, Cape Orlando, Cape Flattery, Cape Farewell.
Matson Navigation: Cape Jacab.
Maersk Line, Limited Vessels: Algol, Altair, Antares, Bellarix, Capella, Denebola, Pollux, Regulus.
Employed on Department of Transportataion contracts for maintenance of Ready Reserver Force Vessels.
Collective Bargaining Agreement between Interocean American Shipping Corporation and Seafarers Internationa Union of North America, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO - effective July 28, 2009.
Collective Bargaining Agreement between Interocean American Shipping Corporation and American Maritime Officers Marine Engineers Benevolent Association - District No. 2 - effective July 28, 2009.
Collective Bargaining Agreement between Keystone Shipping Services, Inc., and National Maritime Union/Marine Engineers Benevolent Association - District No. 4 - effective July 28, 2009.
Collective Bargaining Agreement between Keystone Shipping Services, Inc., and Marine Engineers Benevolent Association - District No. 1 - effective July 28, 2009.
Collective Bargaining Agreement between Marine Transport Lines, Inc. and Marine Engineers Benevolent Association/ National Maritime Union - District No. 1 - effective July 28, 2005.
Collective Bargaining Agreement between Marine Transport Lines, Inc. and PCD, Marine Engineers Benevolent - Distrct No. 1 - effective July 28, 2005.
Collective Bargaining Agreement between American Ship Management and Seafarers International Union of North America Pacific District comprised of the Sailors National Union of the Pacific, Marine Firemen's Union, Seafarers International Union of North America, Atlantic, Gulf, Lakes, and Inland Waters District - MOU signed effective July 28, 2005.
Collective Bargaining Agreement between Patriot Contract Services, LLC and International Organization of Masters, Mates & Pilots - effective July 28, 2009.
Collective Bargaining Agreement between Patriot Contract Services, LLC and PCD, Marine Engineers Benevolent Association - District No. 1 - effective July 28, 2009.
Collective Bargaining Agreement between Crowley Technical Management, Inc. and

Seafarers International Union of North America, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO - effective July 28, 2005.
Collective Bargaining Agreement between Crowley Technical Management , Inc. and America Maritime Officers-District 2- Marine Engineers Benevolent Association effective July 28, 2005.
Collective Bargaining Agreement between Ocean Duchess, Inc. and Seafarer's International Union of North America Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO - effective July 28, 2009.
Collective Bargaining Agreement between Ocean Duchess, Inc. and America Maritime Officers, District 2 - Marine Engineers Benevolent Association effective July 28, 2009.
Collective Bargaining Agreement between Pacific Gulf Marine, Inc. and Seafarers International Union of North America, Atlantic, Gulf, Lakes, and Inland Waters District, AFL-CIO and Pacific Gulf Marine, Inc. effective July 28, 2005.
Collective Bargaining Agreement between Pacific Gulf Marine, Inc. - and America Maritime Officers District 2 - Marine Engineers Benevolent Association effective July 28, 2005.
Collective Bargaining Agreement between Matson Navigation Company and District No. 1 - PCD, MEBA (AFL-CIO) - effective July 28, 2005.
Collective Bargaining Agreement between Matson Navigation Company and International Organization of Masters, Mates & Pilots, ILA, AFL-CIO - effective July 28, 2005.
Collective Bargaining Agreement between Matson Navigation Company and Seafarers' International Union - Pacific District - effective July 28, 2005.
In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).
** 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.
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

Submitting Contract Deliverables in NS5

The Ship Manager Contract has deliverables. Almost all deliverables are required or associated with NS-5. Attachment J-4 has been created to assist in the orderly submittal of the contract deliverables using NS5. The contractor should consult the contract to determine which deliverables shall be submitted using NS5 and which ones should be submitted by other means (email, fax, etc.).

Essentially there are three categories of deliverables:

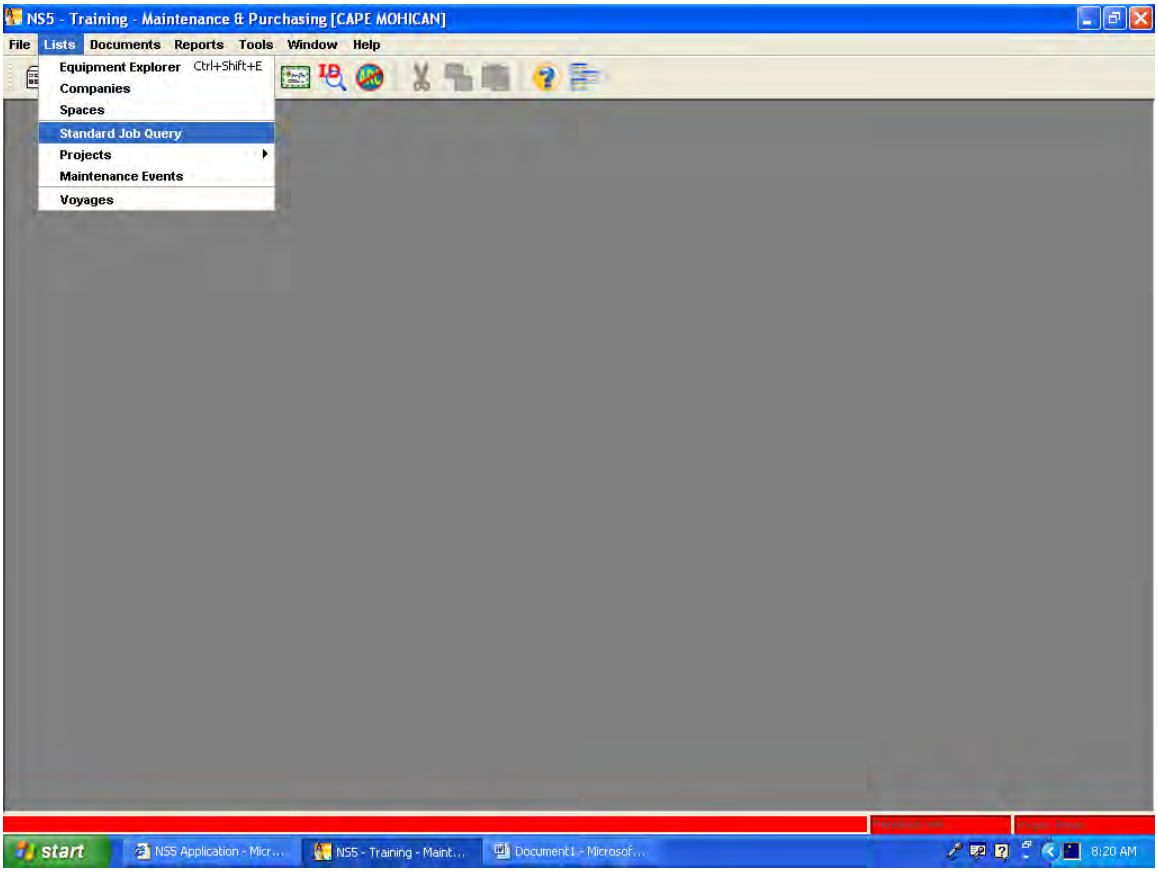
- Category 1 Deliverables are tracked within MARAD's RMS System (NS5). Category 1 deliverables are further subdivided into either Ship (S) or Corporate Office (O) type deliverables. Category 1, Ship deliverables are entered into NS5 as a file attachment within a Standard Job, while Corporate Office deliverables are entered into the company record.

Note - Ship Manager should also note that Category 1 Office Deliverables 51 through 58 (see attachment A below) are to be delivered via email and hard copy via mail where indicated.

- Category 2 deliverables represent necessary data supplied by the Ship Manager and entered into various data fields within NS5. Prior to NS5 this information was required by a separate report, however with NS5 it should be entered directly into the appropriate data field.
- Category 3 deliverables are work processes that are not usually entered into NS5. They should be supplied to the appropriate MARAD contact, by the designated means (e-mail, fax, mailed hard copy, etc.), as identified in Attachment J4

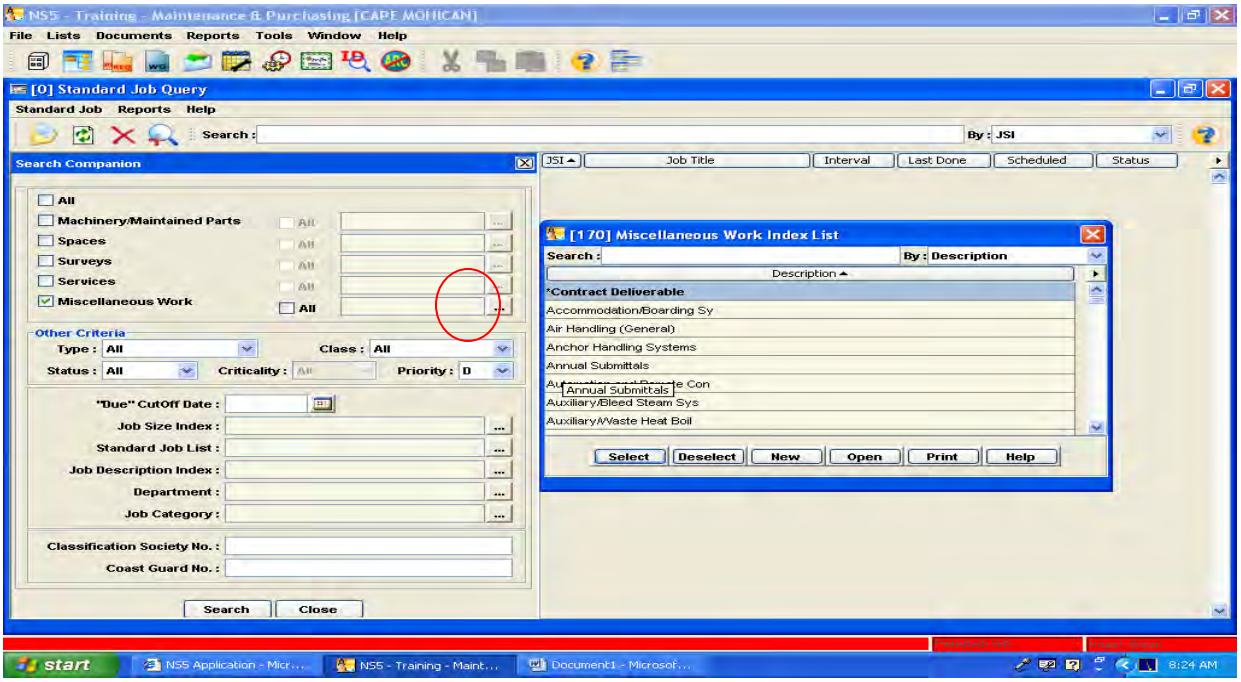
Category 1 Ship Manager, Ship (S) Deliverables

Categories 1, Ship contract deliverables to be submitted using NS5, have all been entered into the Maintenance and Procurement module as Standard Jobs. To review them enter the Maintenance module, select the vessel concerned, enter Lists and double click on Standard Job Query (see figure below).



Once in the Standard Job Query (see figure below), uncheck the “All” button in the Search Companion field, select the Miscellaneous Work button, uncheck the “All” button next to Misc. Work, enable the pull down menu by clicking on the box circled in red. This will exhibit the Misc. Work Index List. Click on the Contract Deliverable row and then click on the select button in the pull down menu, followed by the Search button at the bottom of the Search Companion field.

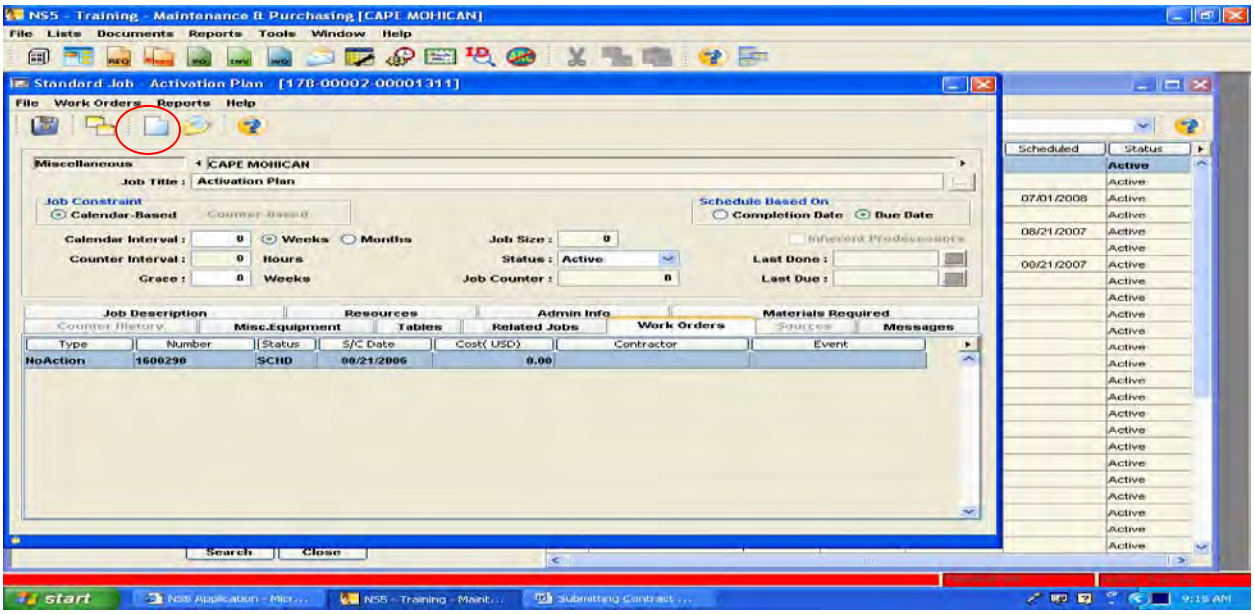
HQ ADMIN MOD AUG 2010J4 DELIVERABLES



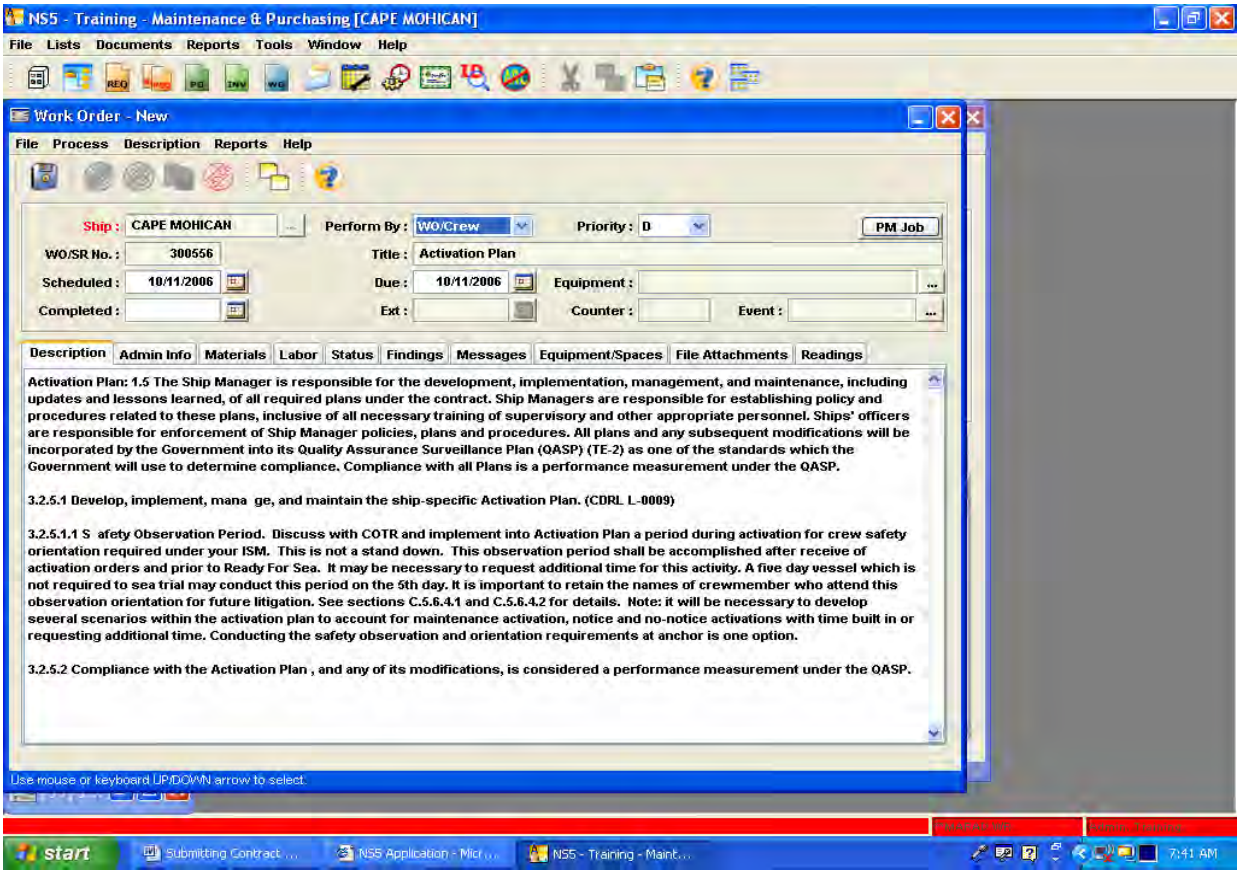
The list of Contract Deliverables to be submitted through NS5 should now be visible (see figure below). As can be seen below each deliverable has an interval assigned to it. Intervals of 0 weeks designate deliverables submitted at infrequent intervals; one time; or upon revision by the Ship Manager. Ship Manager shall consult the SM Contract to determine required dates and frequencies. Other intervals such as 1 and 12 months can be given a last done date, they will automatically be given a scheduled date for completion and added to the vessel's Ship Maintenance Plan. The dates will also be visible in the List of Standard Jobs (see below).

By clicking on the description of the deliverable the individual standard job description will become visible. In the description are the Ship Manager Contract clauses pertaining to this deliverable.

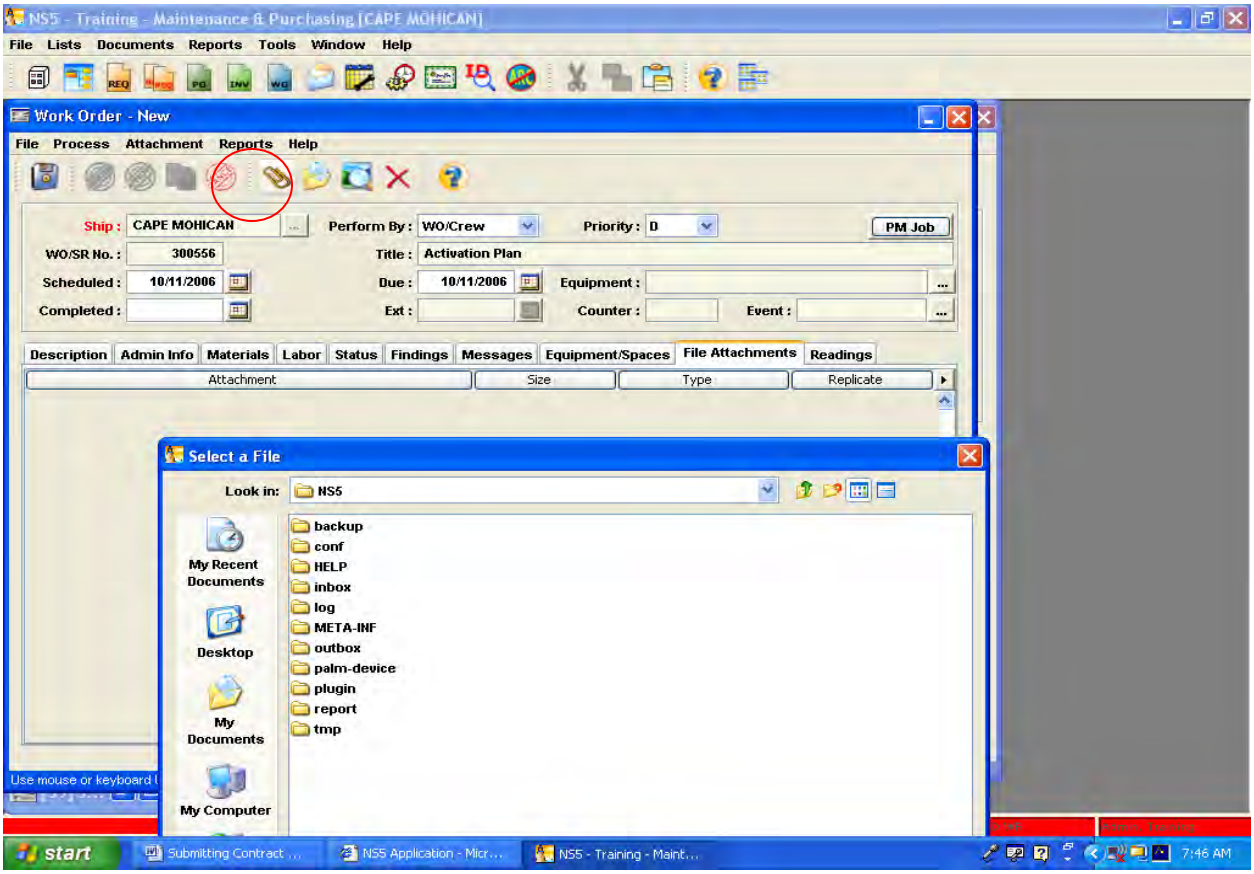
By clicking on the Work Orders tab you can see the deliverable history, as well as, initiate new work orders to submit a contract deliverable. To submit a deliverable click on the plain paper icon circled in red below. This will create a new work order from the Standard Job.



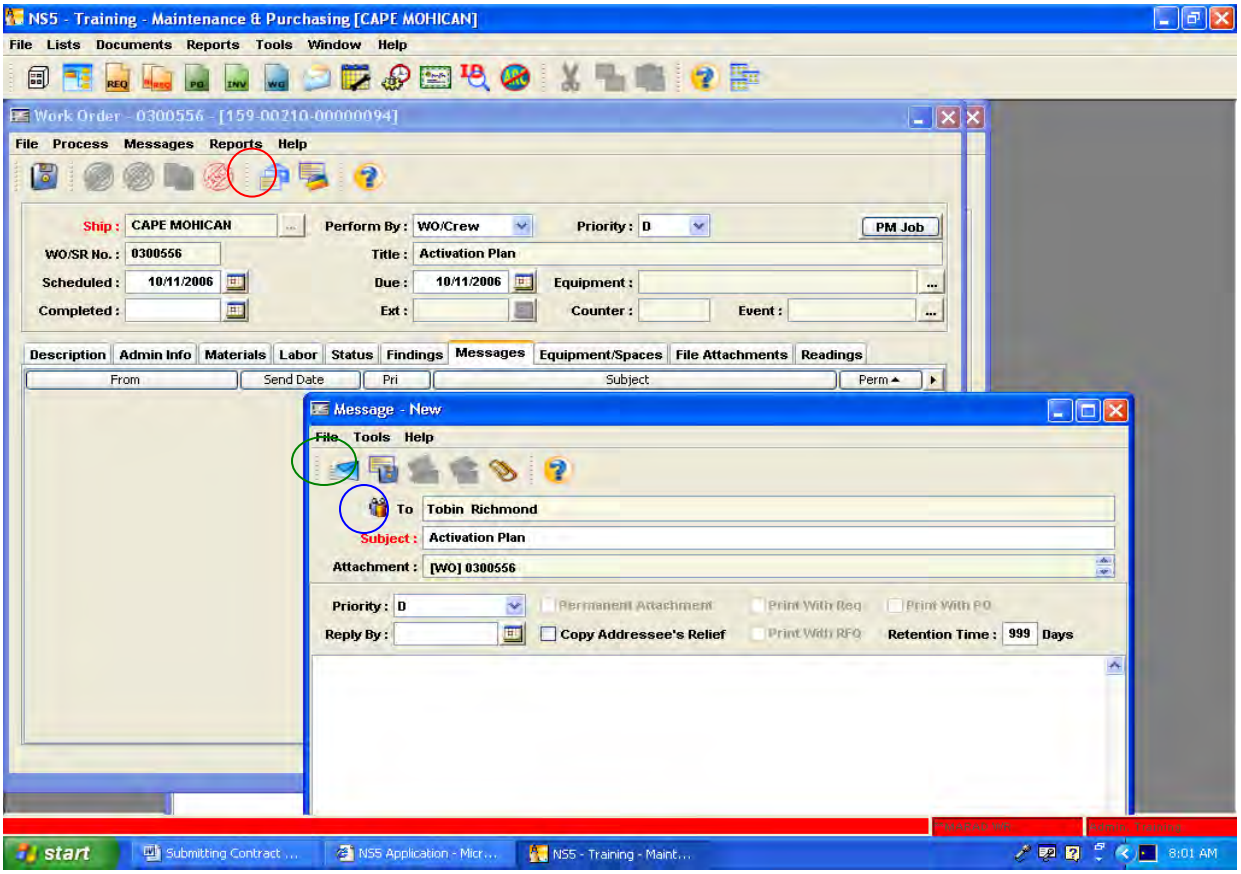
A new work order panel will appear, as shown below. In the description are the Ship Manager Contract clauses pertaining to this deliverable. The Scheduled and Due dates can also be entered. These can be found in the Ship Managers contract for each deliverable.



By selecting the File Attachment tab a “paper clip” icon appears (see red circle below). By clicking on the “paper clip” icon the “Select a File” panel appears allowing for the attachment of the deliverable to the new work order. Once the deliverable has been attached make sure the new work order is saved.



The Ship Manager should notify the MARAD responsible party (usually the Surveyor or COTR) by using messages in NS5, that a deliverable is ready for review.
In the new work order click on the “Messages” tab, followed by the “envelope” icon circled in red below. This will bring up a message panel. All NS5 user are listed in the “To” icon circled in blue below. Simply click on the user the deliverable is to be sent to. Enter the name of the deliverable in the “Subject” field, change the retention time from 30 to 999 days and enter a message in the message field asking for acceptance or approval of the deliverable. The Surveyor or COTR should respond back to the Ship Manager in NS5 messaging.



Once the Ship Manager receives acceptance/approval of the deliverable from the COTR they can reopen the work order with the attached deliverable and enter the “Completed” date field. This will complete the work order and change its status to complete as shown in the screens below. For reoccurring deliverables a new due date will be calculated.

NS5 - Training - Maintenance & Purchasing [CAPE MOHICAN]

File Lists Documents Reports Tools Window Help

Standard Job - Activation Plan - [178-00007-00001311]

File Work Orders Reports Help

Miscellaneous CAPE MOHICAN

Job Title : Activation Plan

Job Constraint: Calendar-Based, Counter-Based

Schedule Based On: Completion Date, Due Date

Calendar Interval : 0 Weeks Months

Counter Interval : 0 Hours

Grace : 0 Weeks

Job Size : 0

Status : Active

Job Counter : 0

Inherent Predecessors

Last Done :

Last Due :

Job Description | Resources | Admin Info | Materials Required

Counter History | Misc.Equipment | Tables | Related Jobs | Work Orders | Sources | Messages

Type	Number	Status	S/C Date	Cost(USD)	Contractor	Event
WO/Crew	0300556	SCHD	10/11/2006	0.00		
NoAction	[illegible]98	SCHD	08/21/2006	0.00		

start | Submitting Contract ... | NS5 Application - Micr... | NS5 - Training - Maint... | 8:17 AM

NS5 - Training - Maintenance & Purchasing [CAPE MOHICAN]

File Lists Documents Reports Tools Window Help

Work Order - 0300556 - [159-00210-00000094]

File Process Description Reports Help

Ship : CAPE MOHICAN

Perform By : WO/Crew

Priority : D

PM Job

WO/SR No. : 0300556

Title : Activation Plan

Scheduled : 10/11/2006

Due : 10/11/2006

Equipment :

Completed : 10/11/2006

Ext :

Counter :

Event :

Description | Admin Info | Materials | Labor | Status | Findings | Messages | Equipment/Spaces | File Attachments | Readings

Activation Plan: 1.5 The Ship Manager is [illegible] ment, and maintenance, including updates and lessons learned, of all re[illegible] ble for establishing policy and procedures related to these plans, inc[illegible] opriate personnel. Ships' officers are responsible for enforcement of Sh[illegible] subsequent modifications will be incorporated by the Government into i[illegible] f the standards which the Government will use to determine con[illegible] ement under the QASP.

3.2.5.1 Develop, implement, mana ge, a[illegible]

3.2.5.1.1 S afety Observation Period. Discuss with COTR and implement into Activation Plan a period during activation for crew safety orientation required under your ISM. This is not a stand down. This observation period shall be accomplished after receive of activation orders and prior to Ready For Sea. It may be necessary to request additional time for this activity. A five day vessel which is not required to sea trial may conduct this period on the 5th day. It is important to retain the names of crewmember who attend this observation orientation for future litigation. See sections C.5.6.4.1 and C.5.6.4.2 for details. Note: it will be necessary to develop several scenarios within the activation plan to account for maintenance activation, notice and no-notice activations with time built in or requesting additional time. Conducting the safety observation and orientation requirements at anchor is one option.

3.2.5.2 Compliance with the Activation Plan , and any of its modifications, is considered a performance measurement under the QASP.

Work Order - 0300556 - [159-00210-000000...

This operation will Complete the Work Order. Proceed?

Yes No

Click or press <spacebar> to select it.

start | Submitting Contract ... | NS5 Application - Micr... | NS5 - Training - Maint... | 8:18 AM

NS5 - Training - Maintenance & Purchasing [CAPE MOHICAN]

File Lists Documents Reports Tools Window Help

Standard Job - Activation Plan - [178-00002-00001311]

File Work Orders Reports Help

Miscellaneous CAPE MOHICAN

Job Title : Activation Plan

Job Constraint: Calendar-Based, Counter-Based

Schedule Based On: Completion Date, Due Date

Calendar Interval : 0 Weeks Months

Counter Interval : 0 Hours

Grace : 0 Weeks

Job Size : 0

Status : Active

Job Counter : 0

Inherent Predecessors

Last Done : 10/11/2006

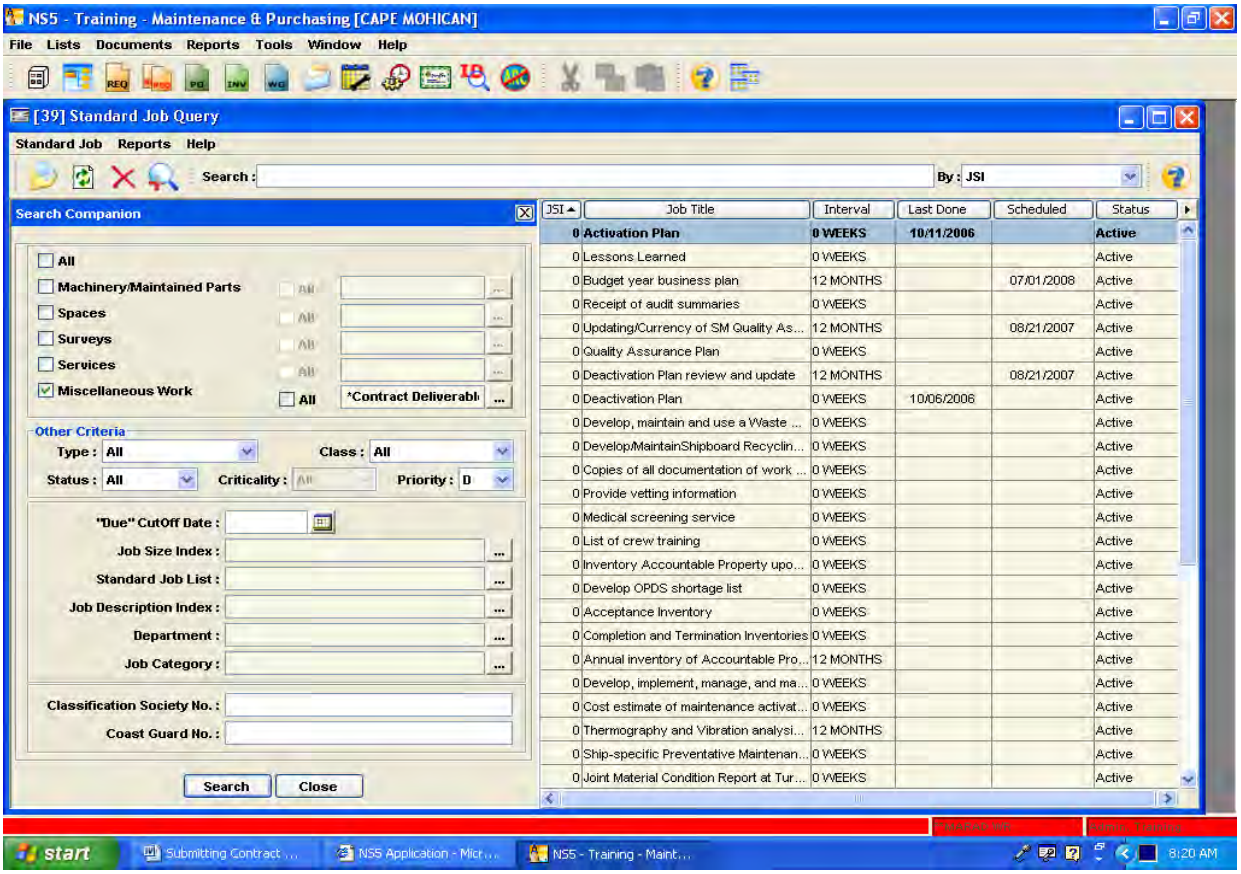
Last Due : 10/11/2006

Job Description | Resources | Admin Info | Materials Required

Counter History | Misc.Equipment | Tables | Related Jobs | Work Orders | Sources | Messages

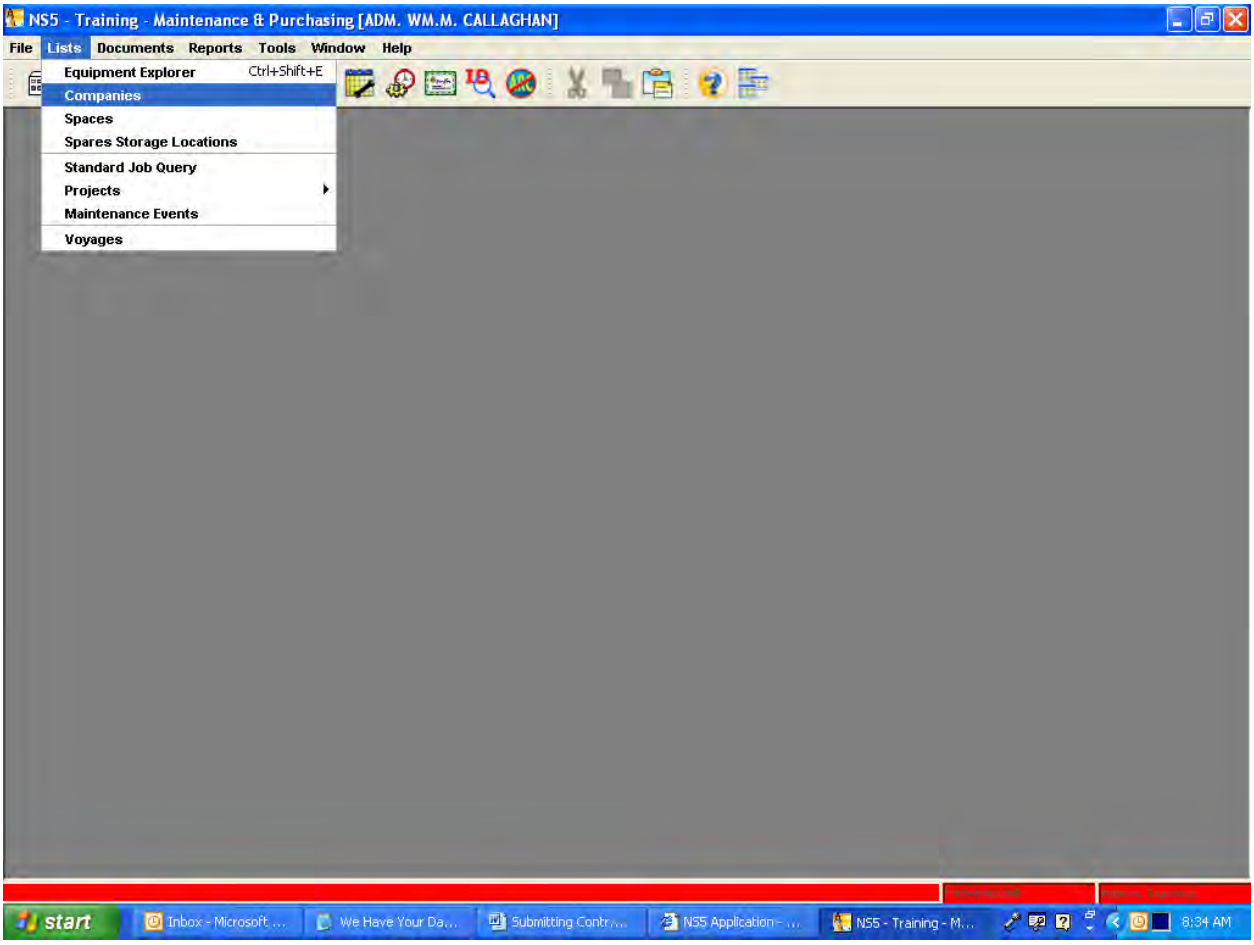
Type	Number	Status	S/C Date	Cost(USD)	Contractor	Event
NoAction	1600298	SCHD	08/21/2006	0.00		
WO/Crew	0300556	CMPL	10/11/2006	0.00		

start | Submitting Contract ... | NS5 Application - Micr... | NS5 - Training - Maint... | 8:21 AM



Category 1 Ship Manager, Corporate Office (O) Deliverables

Category 1 deliverables designated as Corporate Office (O) deliverables are entered into the company record which can be accessed through the Maintenance Purchasing module. Click on “Lists” icon followed by the “Companies” icon, (see below).



This will bring up the list of companies. By entering your company's name in the Search field and clicking on it when it appears on the list you can modify your company record with Corporate Office deliverable information (see below).

NS5 - Training - Maintenance & Purchasing [ADM. WM.M. CALLAGHAN]

File Lists Documents Reports Tools Window Help

[18576] Companies List

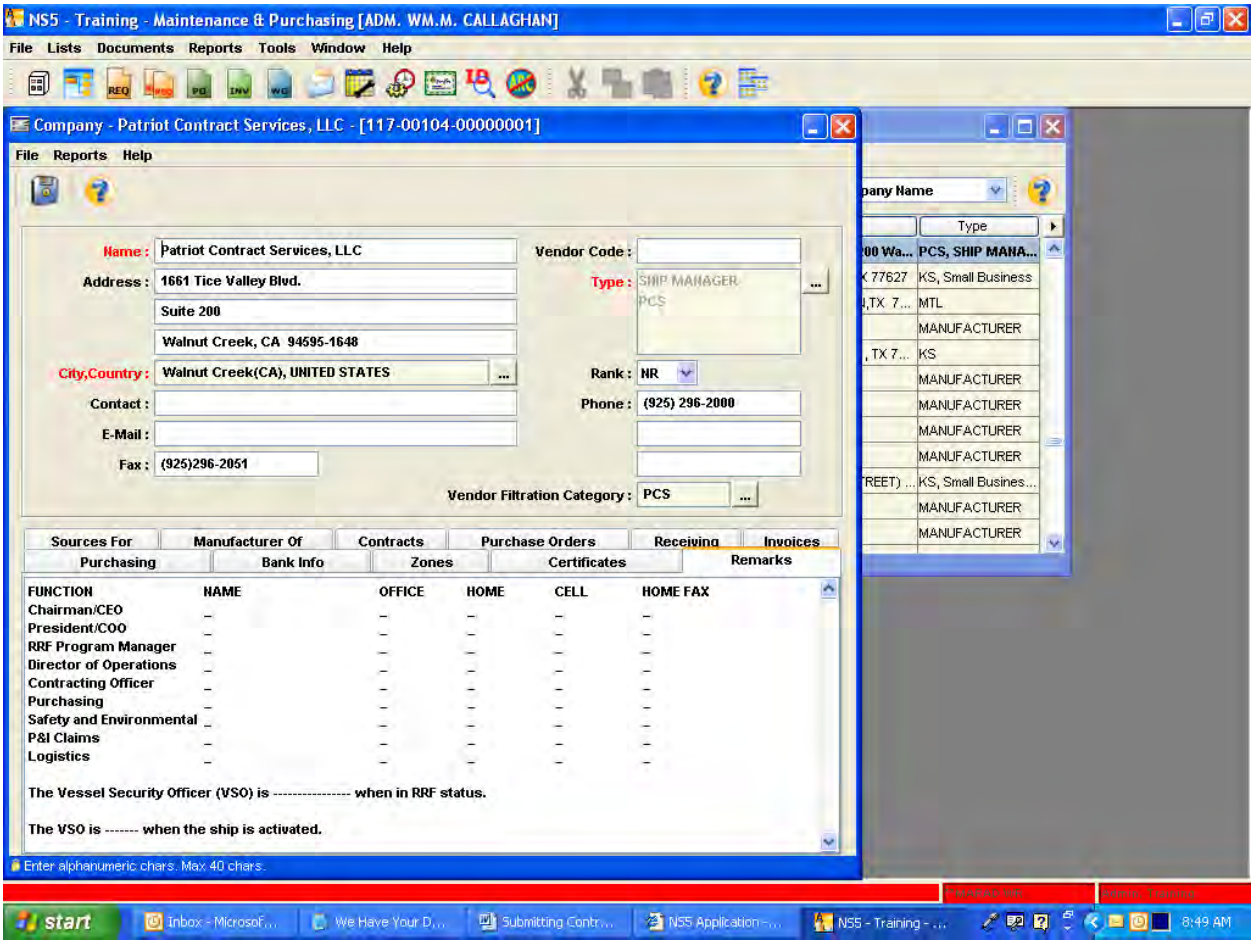
File Reports Help

Search : Patriot By : Company Name

Company Name	Vendor Code	Rank	City,Country	Address	Type
Patriot Contract Services, LLC		**NR**	**Walnut Creek(CA), UNITED STATES**	**1661 Tice Valley Blvd. Suite 200 Wa...**	**PCS, SHIP MANA...**
PATRIOT SECURITY, INC	15497	NR	NEDERLAND(TX), UNITED STATES	P.O. BOX 1901 NEDERLAND , TX 77627	KS, Small Business
PATSY PITTMAN	4497856-01	NR	HOUSTON(TX), UNITED STATES	5226 KINGSBURY ST HOUSTON,TX 7...	MTL
PATTERSON	65177-42285	NR	CITY UNKNOWN, COUNTRY UNKNOWN		MANUFACTURER
PATTERSON ENTERPRISES, INC	15500	NR	YOAKUM(TX), UNITED STATES	2908 COUNTY ROAD YOAKUM , TX 7...	KS
PATTERSON ENTERPRIZES INC	00001-110262	NR	CITY UNKNOWN, COUNTRY UNKNOWN		MANUFACTURER
PATTERSON ENTERPRIZES INC	CAGEN-234216	NR	CITY UNKNOWN, COUNTRY UNKNOWN		MANUFACTURER
PATTERSON GEAR MOTOR	02787-28016	NR	CITY UNKNOWN, COUNTRY UNKNOWN		MANUFACTURER
PATTERSON KELLY CO INC	45890-2240	NR	CITY UNKNOWN, COUNTRY UNKNOWN		MANUFACTURER
PATTERSON PARTS, INC.	15512	NR	SAN FRANCISCO(CA), UNITED STATES	745 CESAR CHAVEZ (ARMY STREET) ...	KS, Small Busines...
PATTERSON PUMP	65177-216109	NR	CITY UNKNOWN, COUNTRY UNKNOWN		MANUFACTURER
PATTERSON PUMP	65177-28017	NR	CITY UNKNOWN, COUNTRY UNKNOWN		MANUFACTURER
PATTERSON PUMP COMPANY	OFNEI-180258	NR	CITY UNKNOWN, COUNTRY UNKNOWN		MANUFACTURER
PATTI ATKINSON	4427939-01	NR	CHESTERFIELD(MO), UNITED STATES	325 ATWELL CT CHESTERFIELD, MO ...	MTL
PATTON"S INC.	1KPB5	NR	RICHMOND, UNITED STATES	2936 BELLS ROAD RICHMOND, VA, 2...	MARAD, SUPPLIER
PATTONS INC	2471604-01	NR	CHARLOTTE(NC), UNITED STATES	3201 SOUTH BLVD. CHARLOTTE, NC ...	CLS, Large Busin...
PATTONS INC	2471604-02	NR	CHARLOTTE(NC), UNITED STATES	PO BOX 65422 CHARLOTTE, NC 28265	CLS, Large Busin...
PATTONS INC	2471604-03	NR	RICHMOND(VA), UNITED STATES	2936 BELLS ROAD RICHMOND, VA 23...	CLS, Large Busin...
PATTONS INC	2471604-01	NR	CHARLOTTE(NC), UNITED STATES	3201 SOUTH BLVD. CHARLOTTE,NC ...	MTL
PATTONS INC	2471604-03	NR	RICHMOND(CA), UNITED STATES	2936 BELLS ROAD RICHMOND,VA 23...	MTL
PATTONS INC	2471604-02	NR	CHARLOTTE(NC), UNITED STATES	PO BOX 65422 CHARLOTTE,NC 28265	MTL
PAUL ALTENOR	4639529-01	NR	MIAMI(FL), UNITED STATES	PO BOX 471406 MIAMI,FL 33247	MTL, REMIT-TO
PAUL AMATO	4832841-01	NR	JACKSONVILLE(FL), UNITED STATES	10978 CALEDONIA DRIVE JACKSONVI...	MTL, REMIT-TO
PAUL B NARRO	4720431-01	NR	SAN DIEGO(CA), UNITED STATES	4043 ATASCADERO STREET SAN DIE...	CLS

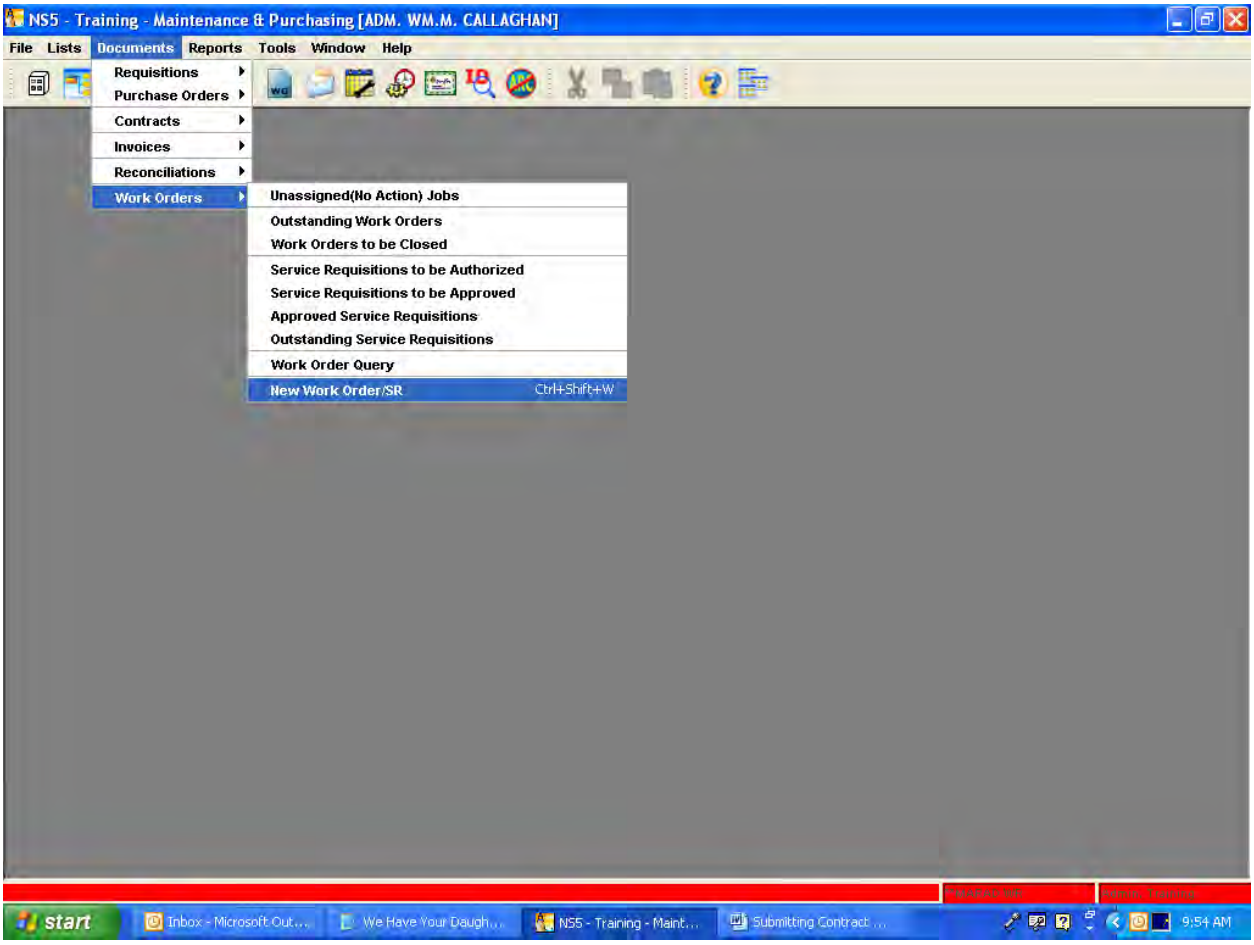
start Inbox - Microsoft ... We Have Your Da... Submitting Contr... NS5 Application - ... NS5 - Training - M... 8:42 AM

Corporate Office deliverable information consists primarily of names and contact information for the Ship Manager and dates of submittal for various deliverables, such as, Commercial Purchasing Procedures (see Attachment A). This data is entered into the Remarks field of the company profile (see below).



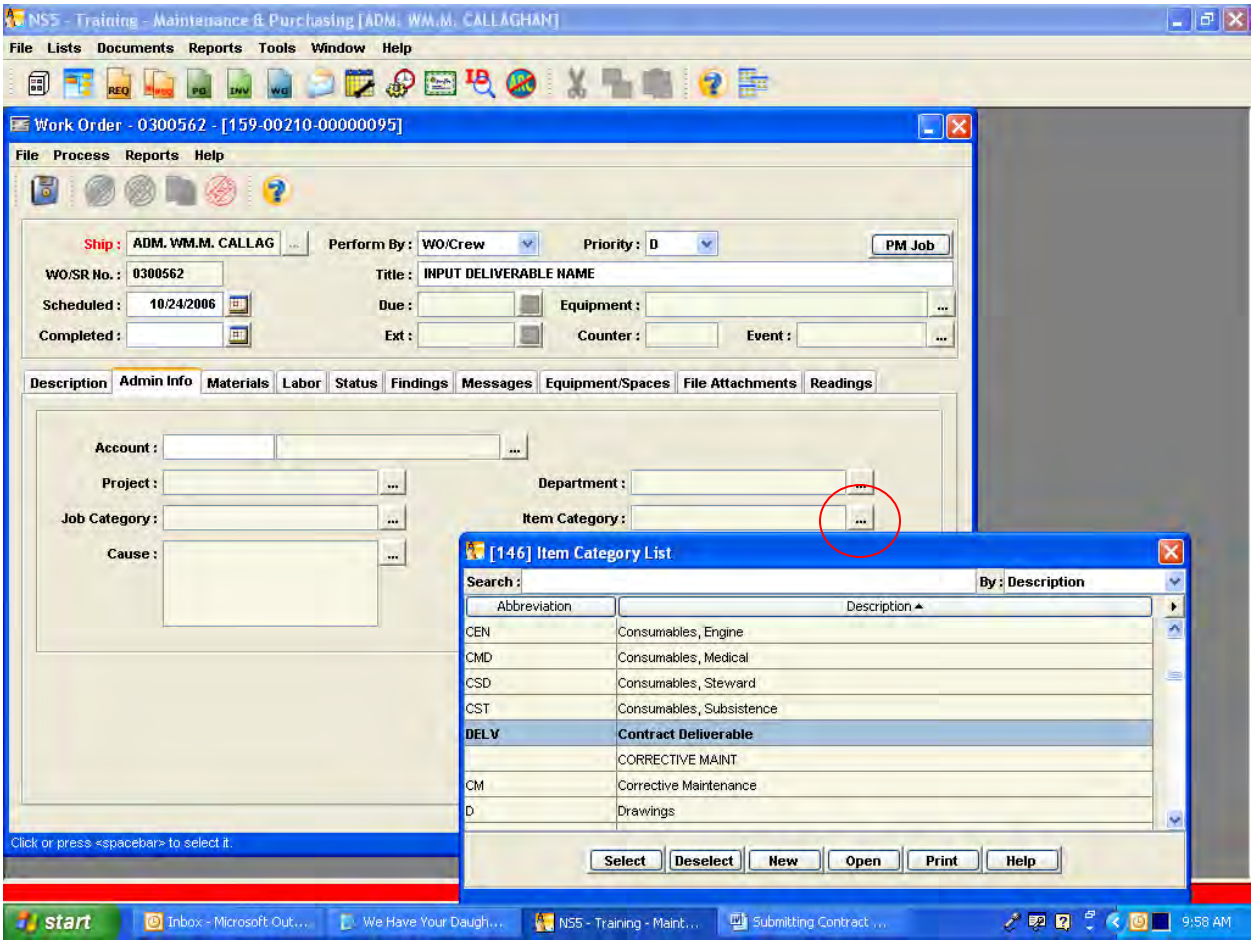
Category 2, 3 and Other Ship Manager Deliverables

As stated earlier Category 2 deliverables (See Attachment A) represent necessary data supplied by the Ship Manager and entered into various data fields within NS5. Category 3 deliverables are work processes that are not entered into NS5. They should be supplied to the appropriate MARAD contact, by the designated means (e-mail, fax, mailed hard copy, etc.), as identified in Attachment A. However, it is conceivable that a deliverable not represented by a Standard Job be entered into NS5. This can be accomplished by creating a new work order for that vessel. Click on the "documents" icon, followed by the "Work Orders" icon, followed by the "New Work Order/SR" icon (see below).



This will bring up a new work order panel. Ship Manager should enter the title of the deliverable in the "Title" field. The standardized format for this title should be the Category number (see attachment below) followed by deliverable item number, followed by the title of the deliverable. For example, 2-13: Medical Claims (Category 2; Item # 13; Medical Claims). The Ship Manager should then click on the "Admin Info" tab and click on the "Item Category" pull down menu icon circled in red below. Select Contract Deliverable. Ship Manger should follow guidance presented earlier to attach files to this work order, send message to responsible parties, and input completion date into "Completion" field. Make sure to save your new work order.

If the Ship Manger determines that this submittal will be frequent then they should request to their COTR that it be entered into NS5 as a Standard Job.


NS5 - Training - Maintenance & Purchasing [ADM: WM.M. CALLAGHAN]
File Lists Documents Reports Tools Window Help
Work Order - 0300562 - [159-00210-00000095]
File Process Reports Help
Ship : ADM. WM.M. CALLAG
Perform By : WO/Crew
Priority : D
PM Job
WO/SR No. : 0300562
Title : INPUT DELIVERABLE NAME
Scheduled : 10/24/2006
Due :
Equipment :
Completed :
Ext :
Counter :
Event :
Description Admin Info Materials Labor Status Findings Messages Equipment/Spaces File Attachments Readings
Account :
Project :
Department :
Job Category :
Item Category :
Cause :
[146] Item Category List
Search :
By : Description
Abbreviation
Description
CEN Consumables, Engine
CMD Consumables, Medical
CSD Consumables, Steward
CST Consumables, Subsistence
DELV Contract Deliverable
CORRECTIVE MAINT
CM Corrective Maintenance
D Drawings
Select Deselect New Open Print Help
Click or press <spacebar> to select it.
start
Inbox - Microsoft Out...
We Have Your Daugh...
NS5 - Training - Maint...
Submitting Contract ...
9:58 AM

Green – not yet cross checked
Clear (white) means crossed check and correct.
Red – need to come back
Yellow – don't know if we are dropping out.

	Office/ Ship	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
1	S	C1.5; C3.2.5.1-C3.2.5.2	Activation	Activation Plan	Within 60 days of NTP	As Required	File attachment to NS5 work order & NS5 message	COTR
2	S	C3.2.7.1.7.1	Activation	Lessons Learned	30-45 Days Post Activation/ Operation	As Required	File attachment to NS5 work order & NS5 message	COTR
3	S	C6.4.2	Business Management	Budget year business plan	Annual	July 1 annually	File attachment to NS5 work order & NS5 message	COTR
4	O	C6.7.1.4	Business Management	Commercial Purchasing Procedures	NTP	Continuous	Entry into company record	ACO
5	O	C6.7.2.2	Business Management	Provide copies of third party audits	As Necessary	As Required	Entry into company record	ACO
6	O	J-2	Business Management	Third Party Certification of SM Acquisition/ Procurement Procedures	One-Time		Entry into company record	ACO
7	S	E.6	Business Management	Receipt of audit summaries	Within 30 days of SM receipt of them	Continuous	File attachment to NS5 work order & NS5 message	ACO
8	S	C1.5	Business Management	Updating/Currency of SM Quality Assurance Plan	Annual	Upon Change	File attachment to NS5 work order & NS5 message	COTR
9	S	C6.7.2.1	Business Management	Quality Assurance Plan	Within 90 days of NTP	Upon Change	File attachment to NS5 work order & NS5 message	COTR
10	S	C1.5	Deactivation	Deactivation Plan review and update	NLT Annually	Upon Change	File attachment to NS5 work order & NS5 message	COTR
11	S	C1.5; C3.4.3 - C3.4.4	Deactivation	Deactivation Plan	Within 90 days of NTP	One Time	File attachment to NS5 work order & NS5 message	COTR
12	S	C1.5; C4.2.11	Environmental	Develop, maintain and use a Waste Mgt Plan	Within 90 days of NTP	Upon Change	File attachment to NS5 work order & NS5 message	COTR
13	S	C4.2.11	Environmental	Develop/Maintain Shipboard Recycling Plan	Within 90 days of NTP	Upon Change	File attachment to NS5 work order & NS5 message	COTR
14	S	C4.2.12	Environmental	Copies of all documentation of work performed (during repair) as it relates to environmental regulations	As Necessary	As Required	File attachment to NS5 work order & NS5 message	COTR
15	O	C1.5; C5.3	Human Resources	A contingency plan	At NTP	Upon Change	Entry into company record	COTR
16	O	C5.2	Human Resources	Provide terms and conditions within CBA or other negotiated bargaining agreements	At NTP	Upon Change	Entry into company record	ACO
17	S	C5.4.3	Human Resources	provide vetting information	During Crewing	Upon Change	File attachment to NS5 work order & NS5 message	MAR-613
18	S	C5.5.4	Human Resources	medical screening service	within 60 days of NTP	Upon Change	File attachment to NS5 work order & NS5 message	ACO
19	S	C5.6.1.2	Human Resources	list of crew training	Continuous	As Required	File attachment to NS5 work order & NS5 message	COTR
20		RESERVED						
21	O	C2.8.2	All Phases – all the time	Property Control System, Matrix is TE-8	60 days after NTP	Continuous	Entry into company record	MAR-614
22	S	C-2.8.9; C2.8.10	Activations, Operations, Deactivation	INVENTORY OF ACCOUNTABLE PROPERTY UPON DEACTIVATION FROM PHASE "O"	WITHIN 30 DAYS OF DEACTIVATION FROM PHASE "O	Annual	File attachment to NS5 work order & NS5 message	COTR
23	S	RESERVED						
24	S	C2.7.2	Activations, Operations, Deactivation	ACCEPTANCE INVENTORY	Within 60 days of NTP	One Time	File attachment to NS5 work order & NS5 message	LMO/COTR
25	S	C2.8.6	Activations, Operations, Deactivation	COMPLETION AND TERMINATION INVENTORIES	Within 45 days prior to termination of contract	One Time	File attachment to NS5 work order & NS5 message	LMO/COTR
26	S	C2.8.8	Activations, Operations, Deactivation	ANNUAL INVENTORY OF ACCOUNTABLE PROPERTY	WITHIN 30 DAYS OF THE ANNIVERSARY OF THE NTP	Annual	File attachment to NS5 work order & NS5 message	LMO/COTR
27	S	C1.5	Maintenance, Logistics	Develop, implement, manage, and maintain including lessons learned all required plans	As Necessary	Continuously	File attachment to NS5 work order & NS5 message	COTR

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28	S	C2.3.1.1	Maintenance, Logistics	Cost estimate for maintenance activations and/or sea trials	Within 45 days of NTP	As Required no less than annual review and update	File attachment to NS5 work order & NS5 message	NS5
29	S	C2.3.1.1;	Maintenance, Logistics	Thermography and Vibration analysis services as directed	As Necessary	As Required	File attachment to NS5 work order & NS5 message	NS5
30	S	C1.5; C2.3 through C2.3.4	Maintenance, Logistics	Ship-specific Preventative Maintenance Plan for both Phase M and O per vessel and associated Spreadsheet	1-Mar-06	Continuous	File attachment to NS5 work order & NS5 message	NS5
31		RESERVED						
32	S	C2.7.1	Maintenance, Logistics	Joint Material Condition Report at Turnover	One time	within 14 days of NTP determine survey date	File attachment to NS5 work order & NS5 message	NS5
33	S	C2.7.2.	Maintenance, Logistics	Joint Material Condition Report at contract conclusion	One time	45 days prior to conclusion of contract or as mutually agreed	File attachment to NS5 work order & NS5 message	NS5
34	S	C2.3.2	Maintenance, Logistics	Water Chemistry Logs	Monthly	Monthly	File attachment to NS5 work order & NS5 message	Water Chemistry Contractor
35	S	C1.5; C3.3.4	Operations	SM Operational Plan and updates	Within 60 days of NTP	As Required	File attachment to NS5 work order & NS5 message	COTR
36	O	C4.1.1.1	Safety, Environmental, Security	Valid ISM DOC	During Evaluation	Any Change	Entry into company record	PCO
37	S	C4.1.1.3	Safety, Environmental, Security	Update ISM safety plan to incorporate characteristics of awarded vessels	Within 60 days of NTP	Upon Change	File attachment to NS5 work order & NS5 message	MAR-613 & COTR
38	S	C1.5	Safety, Environmental, Security	Accept responsibility for Safety Plan content and enforcement	Continuous	As Required	File attachment to NS5 work order & NS5 message	Vessel
39	S	C4.1.1.2	Safety, Environmental, Security	Valid ISM SMC	for vessels as designated by MARAD in TE-4		File attachment to NS5 work order & NS5 message	MAR-613 safety officer
40	S	C4.1.11 through C4.1.11.3	Safety, Environmental, Security	Report of litigation and claims	Continuous	Quarterly	File attachment to NS5 work order & NS5 message	MAR-575/ MAR-611
41	S	C4.1.12.1	Safety, Environmental, Security	Submittal of SM Severe Weather Plan	Within 60 days of Award Within 60 Days of Transfer to Outport	One-Time	File attachment to NS5 work order & NS5 message	COTR
42	S	C1.5	Safety, Environmental, Security	Update/Currency of SM Vessel Severe Weather Plan	Annual	Upon Change	File attachment to NS5 work order & NS5 message	COTR
43	S	C4.1.13.1	Safety, Environmental, Security	Review of Vessel Outport Mooring Plan	Within 60 days of Award Within 60 Days of Transfer to Outport	One-Time	File attachment to NS5 work order & NS5 message	COTR
44	S	C1.5	Safety, Environmental, Security	Update/Currency of SM Vessel Outport Mooring Plan	Annual -on mutually agreed to date prior to Hurricane Season	Upon Change	File attachment to NS5 work order & NS5 message	COTR
45	O	C4.3.4.1	Security	Identification of Company Security Officer	Within 15 days of NTP	Upon Change	Entry into company record	NS5 Company record
46	S	C1.5; C4.3.4.3	Security	Ship ISPS Security Plan	Within 90 days of NTP	Upon Change	File attachment to NS5 work order & NS5 message	RMS
47	S	C4.3.4.1	Security	Identification of Ship Security Officer	Within 15 days of NTP	Upon Change	File attachment to NS5 work order & NS5 message	RMS
48	S	C4.3.4.2	Security	Security Risk Assessment	Within 30 days of NTP	Upon Change	File attachment to NS5 work order & NS5 message	RMS

	Office/ Ship	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
49	S	C4.3.5	Security	Reports required by ISPS	As Necessary	as directed by ISPS Part A paragraph 12.2.8	File attachment to NS5 work order & NS5 message	COTR
50		C1.5	Maintenance, Logistics	Update to Five Year Business plan	Annually	As Required	Enter into NS5	NS 5 message to COTR
51	O	J2.3.3	Business Management	Subcontract Socioeconomic Statistical Reporting (P.O. logs)	Monthly	5th of every month	E-mail	ACO
52	O	J2.3.3	Business Management	Submission of SF 294	Semi-annually	1 Oct/1 Apr	E-mail	ACO
53	O	J2.3.3	Business Management	Submission of SF 295	Annually	October 1st	E-mail	ACO
54	O	G8.3 & J3A#5	Human Resources	Report of illness/injuries	Quarterly	Oct Jan, Apr, Jun	E-mail	ACO, COTR, MAR-610.3, MAR-782
55		RESERVED						
56		TE-1 Sec 18.7	Safety, Environmental, Security	Annual Safety Inspection	Annually		Email	613
57	O	TE-1 Sec 16.10	Safety, Environmental, Security	Pre-Fire Plans (Firefighting Doctrine)	Within 90 days of NTP	Update up change	Hard copy via mail and email electronically	COTR
58		C2.3.1.1.1	Maintenance, Logistics	Spreadsheet for frequency of maintenance	one time	1-Apr-06	email	COTR

Category 1 Definition:
1. Entered into NS5 as an attachment plus
2. RMS (NS5) tracked Deliverables: S:
S: SHIP: Standard Jobs/Work
O: CORPORATE OFFICE: Entry into

	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
1	C3.2.6	Activation	Provide cost estimate for activation, operations, and deactivation	Within 48 hours of notice to activate	As Required	Enter into NS5	NS 5 message to COTR
2	C3.2.7.1.3.2	Activation	Scan Vessel Delivery certificates	As Necessary	As Required	Enter into NS5	
3	C3.2.7.1.5	Activation	Task Order Accounting for Activation	As Necessary	As Required	Enter into NS5	
4	C6.4 through 6.5.2.6	Business Management	Business Plan of current FY plus one	Annual	October 1st of CY	Enter into NS5	NS 5 message to COTR
5		RESERVED					
6	C6.6.3	Business Management	Enter data into RMS	NTP	Continuous	Enter into NS5	
7		RESERVED					
8	C7.1.2	Business Management	Provide timely information to MARAD on changes of funding requirements	Once Approved	Continuous	Enter into NS5	NS 5 message to COTR
9	C2.5.1.1	Deactivation	Provide deactivation cost estimate for Business Plan	Within 30 days of NTP	One Time	Enter into NS5	NS 5 message to COTR
10	C3.4.2	Deactivation	document malfunctions and material deficiencies	As Necessary	As Required	Enter into NS5	
11	C5.1.3	Human Resources	Personnel Data verification	Within 15 days of NTP	As Required	Enter into NS5	
12	C5.1.5	Human Resources	Emergency Contact Information	At NTP to COTR Within 15 days of NTP into RMS	Upon Change	Enter into NS5	
13	C5.5.3	Human Resources	medical claims	IAW J-3	Continuous	Enter into NS5	NS 5 message to COTR
14	C2.8.15	Activations, Operations, Deactivation	Spare Parts Procurement Plan – FSS Clause reads FSS only	Aug 1 of each year	Annual	Enter into NS5	
15	C2.8.16	Activations, Operations, Deactivation	Allowance Change Requests	Within 5 days of event	As Required	Enter into NS5	NS 5 message to COTR
16	C2.8.3	Activations, Operations, Deactivation	Auditable Records	Continuous	As Required	Enter into NS5	
17	C1.5; C2.1.10	Maintenance, Logistics	Integrate into the Annual Business Plan and Given Year Plan and Scheduling of Open/Inspect Requirements to support ACP and Continuous Machinery Survey/Class	As Necessary	As Required	Enter into NS5	
18	C1.5; C2.1.7	Maintenance, Logistics	Submittal of Changes to Annual Business Plan for corrective actions to deficiencies uncovered during regulatory inspections	As Necessary	As Required	Enter into NS5	NS 5 message to COTR
19	C1.5; C2.2.5.2	Maintenance, Logistics	Take action to correct C-3 or C-4 status; change Business plan	IAW Task Order	As Required	Enter into NS5	NS 5 message to COTR
20	C1.5; C2.2.6.1	Maintenance, Logistics	Identify C-5 period for regulatory inspections, upgrades, and major maintenance periods within the business plan	see C2.1.4 and C2.1.5	As Required	Enter into NS5	
21	C1.5; C2.3.1.4	Maintenance, Logistics	Revisions to either Ship specific preventative maintenance plan	As Necessary	As Required	Enter into NS5	NS 5 message to COTR
22	C2.1.5; C2.1.10	Maintenance, Logistics	Maintain currency of regulatory body certificate dates	As Necessary	As Required	Enter into NS5	
23	C2.1.4	Maintenance, Logistics	Review existing regulatory schedules and develop plan and schedule any requirements due within the year of for the Business Plan NTP.	Within 45 days of NTP	One Time	Enter into NS5	
24	C2.1.8	Maintenance, Logistics	Identify changes to Regulatory requirements	Within one month of publication	As Required	Enter into NS5	NS 5 message to COTR
25	C2.3.2; C2.3.4	Maintenance, Logistics	Utilize MARAD's Water Chemistry Program	As Necessary	As Required	Enter into NS5	
26	C2.3.2; C2.3.4	Maintenance, Logistics	Utilize MARAD's Lube Oil Analysis Program	As Necessary	As Required	Enter into NS5	
27	C2.4.1	Maintenance, Logistics	Accomplish all corrective maintenance and repairs	As Identified in the Business Plan	Continuous	Enter into NS5	
28	C2.4.2	Maintenance, Logistics	Accomplish all modifications and upgrades via Task Order	As Identified in the Business Plan	As Required	Enter into NS5	

	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
29	C2.4.3; C2.4.4	Maintenance, Logistics	Deficiencies	Place into RMS	As Required	Enter into NS5	
30	C2.5 through C2.5.3	Maintenance, Logistics	Business Plan w Annual Business plan and 1 subsequent year.	Annually	October 1st of CY	Enter into NS5	
31	C2.6	Maintenance, Logistics	Execute Current Year Business Plan	Continuously	As Required	Enter into NS5	
32	C2.6.1	Maintenance, Logistics	Maintain machinery history due to corrective maintenance	As Required	As Required	Enter into NS5	
33		RESERVED					
34	C3.4.15.1	Deactivation	Obtain redelivery form; scan into RMS	Upon transfer of vessel to MARAD	As Required	Enter into NS5	
35	C6.7.1.3	Business Management	Submit specifications/solicitations/or SOW IAW FAR 44.2	NTP	Continuous	Enter into NS5	NS 5 message to COTR
36	C3.4.7.1	Deactivation	Provide modification to cost estimate	Upon COTR Request	As Required	Enter into NS5	NS 5 message to COTR
37	TE-1 Section 19.2.3.1	Environmental	HAZMAT Inventory	Annually		E-mail	COTR
38	TE-1 Sec 19.4	Safety, Environmental, Security	Ozone Depleting Compound(s) Log	Quarterly		E-mail	COTR
	Category 2 Definition: Data entry into NS5.						

	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
1	C3.2.1.1. Through C3.2.1.6	Activation	Provide all resources; direct work of subcontractors; activate; bunker; load cargo	As Required by TE-4	As Required	Services	As required by contract
2	C3.2.3	Activation	Perform all tasks of 3.2.1	As Required by TE-4	As Required	Services	As required by contract
3	C3.2.4	Activation	Conduct Maintenance activation	IAW Preventative Maintenance Management Plan for Phase M	As Required	Services	As required by contract
4	C3.2.7.1.1	Activation	Daily Activation Status Report	Daily	As Required	Hard copy via Mail/E-Mail	As required by contract
5	C3.2.7.1.2	Activation	Special Activation Status Report	When Requested	by MAR-613; by COTR or crisis mgt team	Hard copy via Mail/E-Mail	As required by contract
6	C3.2.7.1.3.1	Activation	MOVEREP	As Necessary	As Required	RMS/ OR via Classified message transmittal system - PPTS, as appropriate	As required by contract
7	C3.2.7.1.6	Activation	Crew Questionnaires	As Necessary	As Required	Hard copy via Mail/E-Mail	As required by contract
8	C3.2.7.2	Activation	Maintain property	During Activation Period	As Required		As required by contract
9	C3.2.7.3	Activation	Report discrepancies	During Activation Period	As Required	Hard copy via Mail/E-Mail	As required by contract
10	C3.2.7.4	Activation	update documentation before end of activation	During Activation Period	As Required	Services	As required by contract
11	C6.1	Business Management	Procedures to maximize retention of shore side staff and ROS crew.	NTP	Continuous	internal policy - service	As required by contract
12	C6.2	Business Management	communications	NTP	Continuous	Services	As required by contract
13	C6.3 through C6.3.1.3	Business Management	compliance documents for performance	NTP	Continuous		As required by contract
14	C6.7.1.1	Business Management	Provide acquisition services IAW FAR Part 44	NTP	Continuous	Services	As required by contract
15	C6.7.1.2	Business Management	Provide acquisition data IAW FAR 19.7	NTP	Continuous		As required by contract
16	C6.7.2.3	Business Management	Permit MARAD to accompany third party audits	As Necessary	As Required	Letter Notify to MARAD	As required by contract
17	C7.1.1	Business Management	Monitor approved Business Plan and execute it	Once Approved	Continuous	Services	As required by contract
18	C7.1.3	Business Management	Support Government reprogramming actions and timely closeout of task orders	Once Approved	Continuous	Services	As required by contract
19	C7.2.1	Business Management	Establish procedures, processes and systems to ensure accurate and timely mgt of expenditures and obligations	NTP	Continuous	Services	As required by contract
20	C7.2.2	Business Management	Ensure timely submission of invoices	NTP	Continuous		As required by contract
21	C7.3	Business Management	Cooperate and provide support to on-site government auditors	NTP	Continuous	Services	As required by contract
22	C7.4	Business Management	Provide support to process all claims and settlements and develop policies to mitigate Government's liability	NTP	Continuous	Services	As required by contract
23	RESERVED						

	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
24	C7.5	Business Management	Maintain records IAW 52.215-2	NTP	Continuous	Services	As required by contract
25	C3.4.10.2	Deactivation	accomplish transition to ROS and RRF10	Within 48 hours of redelivery	As Required	Services	As required by contract
26	C3.4.11.1	Deactivation	issue specification/award solicitation for RRF 10 day vessels	Within 30 days of redelivery	As Required	Hard Copy via Mail/E-Mail	As required by contract
27	C3.4.13.1	Deactivation	Transfer vsl to NDRF site	Upon completion of deactivation	As Required	Services	As required by contract
28	C3.4.14.1	Deactivation	Transfer vsl to outport site	Upon completion of deactivation	As Required	Services	As required by contract
29	C3.4.14.2	Deactivation	arrange for and supervise lay up services	As Necessary	As Required	Services	As required by contract
30	C3.4.15.2	Deactivation	Record fuel data, provide to MSC/MARAD	One Time	As Required	Hard Copy via Mail/E-Mail	As required by contract
31	C3.3.12.2	Deactivation	complete transition on outstanding messages	As Necessary	As Required	Services	As required by contract
32	C3.4.2	Deactivation	conduct planning and preparation	As Necessary	As Required	Services	As required by contract
33	C3.4.2	Deactivation	accomplish deactivation procedures, repairs and regulatory requirements	As Necessary	As Required	Services	As required by contract
34	C3.4.6	Deactivation	Provide all resources	As Necessary	As Required	Services	As required by contract
35	C3.4.7.3	Deactivation	Report any damage to vessel caused by military or stevedores	Upon Discovery	As Required	Phone w/E-Mail Confirmation	As required by contract
36	C3.4.9	Deactivation	notify MARAD of missing materials usually contained in standard administrative filing cabinet	During Deactivation	As Required	Hard Copy via Mail/E-Mail	As required by contract
37	C4.2.2	Environmental	Provide personnel with environmental training	As Necessary	As Required	Services	As required by contract
38	C4.2.3; C4.2.3.1	Environmental	develop policies, procedures, and programs to ensure execution of pollution prevention including incorporation of MARAD VRP/NTVRP/SOPEP into the above.	As Necessary	As Required	Hard Copy	As required by contract
39	C4.2.5.2	Environmental	provide HAZMAT training	As Necessary	As Required	Services	As required by contract
40	C4.2.6	Environmental	incorporate MARAD directives TE-1 Section 19 into programs, policies and procedures	As Necessary	As Required	Hard Copy	As required by contract
41	C4.2.7.	Environmental	use MSDS	As Necessary	As Required	Hard Copy	As required by contract
42	C4.2.8; C4.2.9	Environmental	lawfully label, handle, and/or dispose of HAZMAT and retain records	As Necessary	As Required	Services	As required by contract
43	C5.1.1.	Human Resources	Provide all administrative support	As Needed	As Required	Services	As required by contract
44	C5.1.2	Human Resources	Changes of personnel within 60 days	As Needed	As Required	PCO permission required	As required by contract
45	C5.1.6	Human Resources	Provide Port Engineering services	At NTP	Continuous	Services	As required by contract
46	C5.1.6.1	Human Resources	office in support of Port Engineering team	Within 30 days of NTP	Continuous	Services	As required by contract
47	C5.1.6.2	Human Resources	perform Port Engineering services during absence	As Required	As Required	Services	As required by contract
48	C5.10.1 through C5.10.8	Human Resources	FOS crew	As Necessary	As Required	Services	As required by contract
49	C5.10.4.2	Human Resources	GMDSS operations	As Necessary	As Required	Services	As required by contract
50	C5.10.4.3	Human Resources	crew shortage - report	As Necessary	As Required	CG 729	As required by contract

	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
51	C5.10.5	Human Resources	FOS orientation	As Necessary	As Required		As required by contract
52	C5.10.6	Human Resources	develop and implement plans and procedures for FOS crew	As Necessary	As Required		As required by contract
53	C5.10.7	Human Resources	second seamen's war risk insurance quotes	One Time	each activation for national defense mission or as instructed by COTR		As required by contract
54	C5.10.8	Human Resources	imminent danger pay	As Required	each day when authorized by DOD		As required by contract
55	C5.11.1 through C5.11.1.2	Human Resources	signed copies of Masters' instructions	As Necessary	As Required	Hard Copy via Mail/E-Mail	As required by contract
56	C5.4.1	Human Resources	Provide medically, dental, and psychologically fit officers who meet STCW-95 or successor documents; and documented unlicensed.	On Demand	Continuous	Services	As required by contract
57	C5.4.2	Human Resources	Mariner citizenship	As Necessary			As required by contract
58	C5.4.4	Human Resources	investigate complaints made by MARAD	Upon Notification	As Required	Hard Copy via Mail/E-Mail	As required by contract
59	C5.4.6	Human Resources	Abide by federal, state, local labor statutes and regulations regarding employment	NTP	Continuous	Services	As required by contract
60	C5.5.1; C5.5.1.1; C.5.5.1.2	Human Resources	immunization of mariners	As required	As Required	Services	As required by contract
61	C5.5.2;C5.5.9	Human Resources	prevention of substance abuse	Continuous	Continuous	Services	As required by contract
62	C5.5.5	Human Resources	medical on-call physician services 24/7	Phase O	As Required	Services	As required by contract
63	C5.5.6	Human Resources	medical person in charge	Phase O	As Required	Services	As required by contract
64	C5.5.7	Human Resources	notification to USCG	within 60 days of NTP	Upon Change	Hard Copy via Mail/E-Mail	As required by contract
65	C5.5.8	Human Resources	screening of mariners	Continuous	As Required	Services	As required by contract
66	C5.6.2 throughC5.6.2.2	Human Resources	Military Training	As Necessary	As Required	Services	As required by contract
67	C5.6.3 through C5.6.3.4	Human Resources	Cadet Training	As Necessary	As Required	Services	As required by contract
68	C5.6.4.1	Human Resources	Vessel orientation	prior to commencement of work	Continuous	Services	As required by contract
69	C5.6.4.1 through C5.6.4.3	Human Resources	Merchant Marine Preparedness	before assuming watch	each new mariner	Services	As required by contract
70	C5.6; J-13	Human Resources	training	As Necessary	As Required	Services	As required by contract
71	C5.7.1 through CC5.8.13.2	Human Resources	ROS crew onboard ROS-4 or -5 vsls	IAW Proposal	Continuous	Services	As required by contract
72	C5.9.	Human Resources	Support voluntary programs for benefit of industry	As Necessary	Continuous	Services	As required by contract
73	C1.5; C2.4.5	Maintenance, Logistics	Identify any deficiency which will place vessel into C-3 or C-4	Within 24 hours of discovery	Continuous	Phone w/E-Mail Confirmation	As required by contract
74	C2 goal	Maintenance, Logistics	ship-centric maintenance program	Continuously	Continuously		As required by contract

	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
75	C2.1.9	Maintenance, Logistics	Enroll and/or maintain ship in Alternate Compliance Program	Continuously	Continuous		As required by contract
76	C2.1.6	Maintenance, Logistics	Notification that Regulatory Compliance cannot be maintained	Within 24 hours of discovery	As Required	Phone w/E-Mail Confirmation	As required by contract
77	C2.2.2	Maintenance, Logistics	Report C-rating	Weekly	As Required	written entry to R STARS	As required by contract
78	C2.2.4	Maintenance, Logistics	Maintain vessel in C1 or C2 both phases	Continuously	As Required	RMS Business Plan	As required by contract
79	C2.2.5.1	Maintenance, Logistics	Report events which would place vessel in C-3 or C-4 status	Within 24 hours of discovery	As Required	Phone w/E-Mail Confirmation	As required by contract
80	C2.6.2	Maintenance, Logistics	Event which affect readiness of vessel	Within 24 hours of discovery	As Required	Phone w/E-Mail Confirmation	As required by contract
81	C3.3.1; C3.3.2; C3.3.3	Operations	Provide resources	NLT 180 Consecutive Days	As Required	Services	As required by contract
82	C3.3.10	Operations	utilize US Customs form 226 at first US port of entry	As Necessary	As Required	Form 226 US Customs	As required by contract
83	C3.3.12 through C3.3.12.2	Operations	utilize Casualty Reporting System	As Necessary	As Required	E-Mail/Message	As required by contract
84	C3.3.12.1	Operations	Notify MAR-612 or Crisis Action Center of significant events	As Necessary	As Required	Phone w/E-Mail Confirmation	As required by contract
85	C3.3.3.1	Operations	Unable to comply with naval orders	Within 1 hour	As Required	Message/E-Mail	As required by contract
86	C3.3.5 through C3.3.7	Operations	Conduct Bunkering, Oil Testing, Hydraulic and Lube Oil Analysis	As Necessary	As Required	Services	As required by contract
87	C3.3.5.5.	Operations	list of those who saw video and reviewed checkoff list	semi-annually	semi-annually	electronic copy of list	As required by contract
88	C3.3.5.7	Operations	inventory of oil spill kit	As Necessary	As Required	semi-annual	As required by contract
89	C3.3.8. through C3.3.8.1.2	Operations	crew and operate special mission ships	As Necessary	As Required	Services	As required by contract
90	C3.3.9 – C3.3.12.2	Operations	Operational Reports	As Necessary	As Required		As required by contract
91	C3.3.9.2; C3.3.9.3	Operations	utilize MSC SOM copy MARAD on all msgs	As Necessary	As Required	Via Message/E-Mail	As required by contract
92	C3.3.9.4	Operations	2 weapons reports	As Necessary	As Required	Hard copy via Mail/E-Mail	As required by contract
93	C3.3.9.5	Operations	notify COTR immediately if fail to hear from vessel within 24 hours	As Necessary	As Required	Phone w/E-Mail Confirmation	As required by contract
94	C4.1	Safety, Environmental, Security	Conflicts between OH&S Program and ISM	As Necessary	Any Change	Hard Copy via Mail/E-Mail	As required by contract
95	C4.1.2	Safety, Environmental, Security	maintain log when crew is onboard	Continuous	As Required	Services	As required by contract
96	C4.1.3	Safety, Environmental, Security	conduct pre-firefighting training, drills	Continuous	As Required	Services	As required by contract
97	C4.1.4	Safety, Environmental, Security	post station bill	Continuous	As Required	Hard Copy	As required by contract
98	C4.1.5	Safety, Environmental, Security	work with MARAD on OS&H program	Continuous	As Required	Services	As required by contract
99	C4.1.6 through C4.1.6.4	Safety, Environmental, Security	procedures to shipboard personnel on cargo handling	Continuous	As Required	Services	As required by contract

	Contract Section Cross Reference	Category	Title/Name/Item	Submittal Period	Submittal Date/Frequency	Submittal Medium Entry into RMS - Default	Deliver To
100	C4.1.8; C4.1.9; C4.3.10; C4.3.11; C4.3.12	Safety, Environmental, Security	Instructions to Master	As Required	As Required	Services	As required by contract
101	C4.1.9	Safety, Environmental, Security	obtain cargo stow plan	As Required	As Required	Services	As required by contract
102	C4.3.13 -4.3.13.1	Security	cooperate with MARAD in providing a force protection team and vessel security	As Necessary	As Required	Services	As required by contract
103	C4.3.14	Security	Obtain and maintain a DOD facility clearance	NLT 120 Days after Award	As Required	Hard Copy	As required by contract
104	C4.3.15	Security	Security Clearances for Master, Chief Mate, classified materials custodian and communications officer	routine complement of personnel requiring security clearance up to SECRET	Act/Ops	Hard Copy	As required by contract
105	C4.3.2	Security	Provide internal security 24/7	24/7	Continuous	Services	As required by contract
106	C4.3.6	Security	Conduct shore side and waterside drills	As Necessary	as directed by ISPS Part A paragraph 13.4	Services	As required by contract
107	C4.3.7	Security	incorporate MARAD directives on security into internal directives	As Necessary	As Required	Hard Copy	As required by contract
108	C4.3.8	Security	comply with J-13 for security training	As Stated	As Required		As required by contract
109	C4.3.9	Security	notify MARAD of any lay berth deficiency	As Necessary	As Required	Hard Copy via Mail/E-Mail	As required by contract
110	C5.1.4	Human Resources	President/Owner data	Within 30 days of NTP	As Required	MAR-610	As required by contract
111	C2.8.3.1	Activations, Operations, Deactivation	Report Of Survey	As Required	As Necessary	DOT FORM 4410.1 . typed legibly	As required by contract
112	C4.1.7	Safety, Environmental, Security	scheduled work periods	Continuous	Upon Change	RMS Business Plan	As required by contract
113	C3.2.7.1.4	Activation	Crew List	As Necessary	As Required	Hard copy via E-Mail	As required by contract
114	C6.6.5	Business Management	ADP interface with MARAD	NTP	Continuous	Services	As required by contract
115	C6.6.7	Business Management	Develop reports	NTP	Continuous		As required by contract

Category 3 Definition: Work processes not entered into NS5

ATTACHMENT J-9
LIST OF REIMBURSABLES BY TOPIC AREA - MARAD

Reimbursables except for actions to preserve life, limb or property (emergencies) require MARAD approval before funds are expended.
Items may be reimbursable without being referred to in Section C.

Item No.	Description
1	Accident Testing IAW USCG regulations
2	ACO-issued task orders
3	Action to correct C-3 or C-4 deficiency
4	Activation and Deactivation costs (for example - transfer of vessel to deactivation site, transfer of vessel to berth location, crew transportation costs - not listed elsewhere
5	Additional crew (or overtime for ROS crew) to assist with cargo handling training on weekends
6	Additional FOS crew (wages, transportation cost to/from ship to join it)
7	Additional Premiums for Second Seaman's War Risk Insurance
8	Ad Valorem for foreign repairs, if promptly reported
9	Agents in foreign ports and domestic agent fees to the extent not otherwise reimbursed elsewhere
10	All corrective maintenance and repairs not performed by ROS crewmembers to vessel IAW Business Plan
11	Alternative Compliance Program preparation and enrollment and continuation
12	Ambient air testing
13	Associated changes due to shift in layberth
14	Attendance at another ROS maintenance activation - travel, subsistence, IAW FTR
15	Berth – 3 phone lines; all connections/disconnections
16	Berthing and Shore Services (GF or reimbursable) includes: portable water, feed water, shore electrical power, shore steam, trash, and garbage removal, oily waste, removal, sewage removal, and line handlers
17	Boiler water (rainmaker services)
18	Bunkering (GF through Defense Energy Supply Center or reimbursable) Sections C.3.3.5 and C.3.3.6
19	Cadet wages (IAW 46 CFR 310) subsistence, and lodging - if required, and Cadet transportation IAW FTR - for both Phase M and Phase O. Advise MAR-612 any time a cadet is scheduled to be onboard an RRF vessel. Advance notification to MAR-612 is required.
20	Canal Fees (either GF or reimbursable)
21	Charts and Nautical Publications (GF or reimbursable) electronic or hard copy
22	Communications in Phase O including phone bill for authorized calls in support of the vessel. Personal calls are not authorized or reimbursable. POC for Globe is Charles Carbaugh. Globe contact information that may help you: • Corporate Address: 1571 Robert J. Conlan Blvd Palm Bay, FL 32905 • 24/7 Customer Service: (877) 535-0653/ customersupport@globewireless.com • Company Web Site: http://www.globewireless.com/ Seawave was bought by Globe
23	Conditioning Monitoring Program for Critical Fluids - feedwater, condensate, boiler water, diesel engine primary cooling water, lubricating oils, hydraulic oils, and fuel oils (GF under separate Govt.-provided contracts) consumables

Item No.	Description
24	Consumable & Expendable (excluded consumables/expendables for Preventative Maintenance which are fixed price) for Phase O
25	Containment boom deployment, adjusting, maintenance or removal and storage
26	Cost of crew transportation for Govt directed actions such as activation, deactivation or travel to/from repair availability
27	Cost of obtaining a Ship Manager Certificate (or interim) under ISM and the cost of maintaining this certificate including any item identified in the Safety Management System to maintain the Ship Management Certificate
28	Cost of crew transportation if FFD crewmember is unable to meet DOD operations specific inoculation requirements
29	Costs associated with testing of unknown materials to determine MSDS or disposal methodologies
30	Crew lodging and subsistence until vessel is ready for habitability in any Phase.
31	Crew overtime for the operation of ship's equipment during loading/discharge
32	Crew Rotation on An Extended Voyage anticipated to be in excess of 180 days (phased crew rotation between 90 -120 days; use date of Activation notice as day zero)
33	Deactivation - travel, subsistence, and lodging in connection with return from deactivation
34	Deviation - for rescue at sea
35	Diagnostic tests prior to lay up
36	Disposal costs of hazardous waste if not included in corrective maintenance (repair) contract
37	Disposal of oily slops, gray water, sewage, or sewage sludge in any Phase
38	Dock Trial (as approved for business plan)
39	DOD-required inoculations
40	Drug Testing kits for shipboard use
41	Equipment used during Emergency, Fire, Steering Gear, and Abandon Ship Drills
42	Expendables - see TE-1 Section 2
43	Foreign customs fees
44	Attachment J-3 pg 61 Fines and penalties to foreign nationals under 20K
45	FOS crew wages during ship repairs
46	FOS Crew wages during Phase O
47	Gas freeing tanks
48	Government directed attendance at orientations, conferences, or meetings for shipboard and/or shorebased personnel (travel, lodging, and subsistence, associated with such events will be reimbursed IAW FTRs.
49	Government directed training (wages including overtime if course exceeds a 40 hour week or unless wages are covered elsewhere in the contract; tuition and materials, subsistence, lodging and travel IAW FTR) This includes all courses listed in Attachment J-13, STCW refresher courses, upgrades, newly established STCW required courses, as well as any course approved by the COTR. If any element, such as books, are covered by union contributions these should be subtracted. Reimbursable training also includes training the trainer in accordance with the current American Heart Association Protocols for AED/CPR.
50	Government directed special inventory (beyond normal controlled equipage inventory)
51	Group demonstration of booming techniques in connection with HAZWOPER advance course
52	Heightened security services as directed by task order
53	Hydraulic and Lube Oil Analysis Program - GF with JOAP or reimbursable if SM uses own service

Item No.	Description
54	Imminent Danger Pay IAW that provided by DOD regulations and guidance
55	Industrial assistance including sea trial if required
56	Industrial assistance - Transfer of vessel to activation facility
57	Industrial assistance - Transfer of vessel to deactivation facility
58	ISM - Ship Management Certificate. Govt will reimburse all ABS audits and associated maintenance with obtaining and maintaining RRF vessel SMCs.
59	RESERVED
60	Lawful disposal of HAZMAT
61	Legal services when requested via a Task Order
62	Lifeboats/life rafts associated equipment
63	Line Throwing Equipment
64	Mail including FEDEX type services (GF or reimbursable) in Phase O
65	Maintenance Activations
66	Maintenance Activation debriefings
67	Maintenance of lifeboats, life rafts and associated equipment
68	MARAD Authorized Overtime
69	(a) For ships redelivered to Phase M in RRF-10 status: i) FOS wages for non-essential crewmembers for up to 48 hours immediately after redelivery and ii) if MARAD has approved retention of crewmembers as essential to deactivation of a vessel either in the business plan or after a written request from the ship manager, then crew wages at FOS rates for that crew for ten (10) days immediately following redelivery. (b) For ships redelivered to Phase M with ROS crew: i) crew wages at the FOS rate for all ROS crew members for 48 hours following redelivery, (ii) crew wages at the FOS rate for remaining non-ROS crew members for up to 48 hours following redelivery, and iii) if MARAD has approved retention of crewmembers in addition to the standard ROS crew as essential to deactivation of a vessel either in the business plan or after a written request from the ship manager, then crew wages at ROS rates for up to an additional eight (8) days after the first 48 hours following redelivery.
70	MARAD directed vessel repairs
71	Materials for drills
72	Medical On-call (also known as consulting or, advisory, or physician) Services
73	Medical evacuation, repatriation, unearned wages, treatment, transportation Attachment J-3 pg 19
74	Mission, notice and no-notice activations for all sub-elements not covered elsewhere on the reimbursable list
75	Medical Expenses including Hospital stay, burial expense; some excess baggage Attachment J-3 pg 20
76	Medical Supplies
77	Medical Treatment/transportation for Embarked Personnel (non-crew)
78	Modifications and upgrades IAW Business Plan
79	Non-Government directed training - 2 days of subsistence, travel, and lodging IAW FTR, and wages (unless already covered by fringe benefits)
80	Non-expendables - see TE-1 Section 2
81	Non-P4P ROS consumables
82	Oil Spill Prevention Kits and their replacement parts (GF or reimbursable)
83	Operation of Ship's Gear by Crew
84	Outfitting of vessel(s)

Item No.	Description
85	Overtime, approved or compensatory time for attending in severe weather plus any required subsistence, travel or hotel IAW FTR
86	Overtime: as specified in a task order for any Phase
87	Overtime: for emergencies (preservation of life, limb or property) until MARAD is notified and can establish normal business practices.
88	Overtime: if included in the MARAD approved business plan for current FY
89	PE transportation, lodging and subsistence, if activation site is more than 50 miles from berth site.
90	Physicals: not to exceed 1 per year per ROS crewmember; any ordered by Master; any in connection with Maintenance and Cure, Attachment J-3
91	Pilots (GF or reimbursable)
92	Port Services
93	Pre-employment physicals for FOS crew
94	Pre-employment service and casualty report
95	Pre-Fuel Testing (GF or Reimbursable)
96	Provide food service, laundry, and subsistence to embarked personnel
97	Provide support during claims
98	Provisioning for Phase O
99	Regulatory compliance inspections and tests during Phase M
100	Regulatory fees
101	**RMS - bridging of RMS's ADP interface to Ship Manager system. MARAD will reimburse RMS interface with Ship Manager systems such as billing and accounting systems and any future Government generated requirement requiring an interface. There is a $30K reimbursable limit per NEW Ship Manager. As with all reimbursables, this must be approved prior to execution. Existing SMs have this interface.**
102	Scheduled Launch Services JAW USCG regulations - when liberty is authorized.
103	Sea Trials (additional crew for Phase O, provisioning, transportation for crew, all COTR approved fees to conduct a sea trial plus Thermography, Vibration analysis, and Diesel Engineering Analysis)
104	RESERVED
105	Security equipment including, but not limited to gangway guards and guard shacks.
106	Services of regulatory agencies
107	Sifting a vessel within port or adjacent port includes: tugs, linehandlers, harbor pilot, disconnect and hook-up port charges. All other potential reimbursables must be approved by the PCO ahead of time.
108	Shipboard computers (GF or reimbursable)
109	Spare/Repair parts including their transportation
110	Stevedore Services (GF or reimbursable)
111	Subsistence, medical services, laundry, not covered elsewhere under reimbursables, for embarked military personnel
112	Subsistence and Lodging in Phase M and Phase O if hotel services fail.
113	Subsistence/provisioning for and during Phase O
114	Subsistence, medical services, laundry, not covered elsewhere under reimbursables, for embarked military personnel
115	RESERVED
116	Victuals and stores - Either GF or reimbursable if ordered by COTR
117	Temporary lodging and subsistence JAW FTR and transportation JAW FTR during repair periods, or transfer between ships

Item No.	Description
118	Terminal Services (GF or reimbursable)
119	Testing in connection with event involving accident, injury or death
120	Training on RMS - reimbursable or GF at the Govt's option
121	Transfer of vessel to berth site
122	Transportation for disciplinary discharge for crewmember who was under articles (subject to reimbursement by crewmember if warranted)
123	Transportation for the permanent crewmembers, including replacements, IAW FTR. Transportation is considered one trip to join the vessel and one to depart its service provided that the port of engagement/disengagement is different from the individual's home of record.
124	Transportation with completed articles
125	Travel, wages, subsistence, and lodging IAW FTR for any logistics required training.
126	Travel, subsistence and lodging IAW FTR to regional warehouses to check serviceability of parts
127	Travel, subsistence and lodging IAW FTR to attend any SM EWG called by MAR-610. This includes the mgt point of contact and up to one other SM employee if requested by 610. Other employees welcome at SM expense
128	Travel, subsistence, and lodging IAW FTR for SM designated staff member to attend MARAD occupational health and safety meetings, as required by MAR-611
129	Travel, (subsistence and lodging - if required) and wages for temporary replacement of ROS crewmembers upon request of COTR
130	Travel, subsistence and lodging IAW FTR to receive DOD-required inoculations
131	Travel, subsistence, and lodging IAW FTR for SM staff (e.g. PE) to attend vessel yard availabilities
132	Travel, subsistence, and lodging IAW FTR for SM staff (e.g. PE) to conduct pre-award surveys
133	Tugboats (GF or reimbursable)
134	Turbo activations
135	Vendors/specialized services
136	Vessel Communications in FOS
137	War Risk Insurance (aka Second Seaman's War Risk Insurance) additional premiums for exclusion areas only. Basic premium is fixed price.
138	War Risk Bonuses as determined by the DOD
139	Training (wages including overtime if course exceeds a 40 hour week or unless wages are covered elsewhere in the contract; tuition and materials, subsistence, lodging and travel IAW FTR) for USCG required Ship Security Officer Awareness Course.
141	Reimbursement of up to one month's wages for crewmembers who depart the vessel because they are medically ineligible to receive required inoculations and meet the conditions of Section C.5.5.1.3.2.
142	Reimbursement (transportation, subsistence and lodging) for MARAD called ISM meetings on either an annual or semi-annual basis. See Section C.4.1.1.4.
143	Guard Service for either ROS or outported RRF-10 vessels
144	Any PCO/ACO task issued under a reimbursable CLIN on a task order and considered within the scope of the contract
145	All NDRF fleet service charges
146	Relief/Turnover. One day of wages in connection with FOS relief or turnover of senior officer: Master, Chief Mate, Chief Engineer or 1st Assistant Engineer if the FOS crewmember is not going to be the ROS crewmember.

Item No.	Description
147	Night relief officers for vessels in U.S. ports. MAR-611 is the authorized official to approve this reimbursable and should be contacted prior to incurring any cost.
148	Cadet or USDOL approved apprentice program Training. The MARAD fosters cadet training. Coordinate with USMMA and State Academies to offer available training billets for cadets in both ROS and FOS.
149	Provide Cadet or USDOL approved apprentice program subsistence, quarters, and training as required by the cognizant school. See also #19 of this section.
150	Cadet or USDOL approved apprentice program transportation is reimbursable in accordance with Federal Travel Regulations (FTR).
151	Reserved
152	Vessel Communications in FOS Charles.Carbaugh@globewireless.com •Corporate Address: 1571 Robert J. Conlan Blvd Palm Bay, FL 32905 •24/7 Customer Service: (877) 535-0653/ customersupport@globewireless.com Company Web Site: http://www.globewireless.com/
153	**High speed Internet for any Phases, unless provided by any other MARAD contract, including installation/de-installation if required.**
154	**T-1 Line (ea) for the exclusive use of MDA including installation/de-installation if required.. (Pacific Collector/Pacific Tracker).**

J13 Required Training

The Ship Manager shall ensure that the training listed below is accomplished in addition to regulatory requirements. The "Personnel" column indicates the minimum requirement; additional personnel can be trained by request. If ROS crewmembers are to cover the training they shall be trained before the ship is declared "Ready for Sea" on an activation. Therefore, plan to provide emergent training to cover a crew member that is waiting for a scheduled training offering. If it's expected that new crewmembers arriving for an activation are to cover the requirement, they shall be trained before the ship is declared "Ready for Sea". Notify the COTR of training deficiencies during a ship activation and indicate how deficiencies are being corrected for reporting in the Activation SITREPs. Periodically, verify the times that MSC provided training is available so activations are not delayed.

Training sources are not limited unless indicated below in "Restrictions", provided that authorized certificates are given. Request source lists from the COTR when courses are restricted to approved providers. Make requests to the COTR in advance of when MARAD provided training is needed. MSC may provide addition training that is not listed after coordinating with the COTR. Check (http://www.msc.navy.mil/civmar/training.htm) for additional training information.

Drawdowns on the crew are allowed for training but a smaller crew size does not relieve the Ship Manager from the responsibility of meeting ship activation requirements and of operating the ship with qualified marine personnel.

Item No.	Course	Applies to	Personnel	Frequency	Duration	Restrictions
1	Medical Person In Charge (MPIC)	All Ships	One senior officer per ship	One time	Various	Any source
2	Medical Care Provider	All Ships	An officer other than MPIC per ship	One time	Various	Any source
3	CPR with Automatic External Defibrillator	All Ships	Medical Person In Charge	Annually	1 Day	Any source
4	Basic First Aid	All Ships	Entire ship crews	Every 5 years	1 Day	Any source such as MPIC
5	Advance Firefighting - ROS	All Ships	Licensed ROS crew and Bos'n	Every 5 years	1 Week	Any source
6	Basic Firefighting	All Ships	ROS Crew, except if the advanced course was taken	Every 5 years	Up to 1 Week	Any Source
7	Fire And Boat Drills - ROS – no certificate (engine room fire drill and boat drill)	All Ships	Entire ROS ship crews	Quarterly for nested groups of ships or singly moored	1/2 Day	Ship Manager Crew Provides
8	ROS HAZWOPER – Basic	All Ships	Entire ROS ship crews	One time	3 Days	MARAD Provided (MAR-612)
9	ROS HAZWOPER – Refresher	All Ships	Entire ROS ship crews	Annually	1 Day	MARAD Provided (MAR-612)
10	Observe RRF Videos: SOPEP/VRP; MARAD Safety Series; Master's Orientation Video; Prevention Of Sexual Harassment; Bloodborn Pathogens; MSC Surge Rep Sailing Instructions; Proper Bunkering Techniques	All Ships	Entire ship crews	One time (orientation of new crew)	Length of videos	MARAD provided video recordings; SM log within 14 days of new crewarrival (MAR-612)
11	CBR-D Officer	All Ships	One officer per ship	Every 5 Years	6 Days	Qualified source list from MSC

ATTACHMENT J-13

Item No.	Course	Applies to	Personnel	Frequency	Duration	Restrictions
12	CBR-D Crew	All Ships	Entire ship crews	Every 5 Years (orientation of new crew)	1 Day	CBR-D Officer provides
13	Vessel Security Officer (including anti-terrorism)	All Ships	One officer per ship	One time	As required for USCG certificate	Any source
14	Force Protection Level I	All Ships	Entire ship crews	Every 3 years	1 Hour	Vessel Security Officer provides
15	Small Arms – Qualification (live fire)	All Ships	5 crewmembers per ship	Annual	3 Days	Qualified source list from MSC
16	MERCOMMS Secure Communications	All Ships	One officer per ship	One time	5 Days	Single qualified source from MSC in Panama City, FL
17	Helicopter Landing Signalman	T-AVBs CAPE JACOB	One crewmember per ship	One time	5 Days	MSC Provides
18	Helicopter Control Officer	T-AVBs CAPE JACOB	One officer per ship	One time	5 Days	MSC Provides
19	Helicopter Firefighting Teams	T-AVBs CAPE JACOB	12 Crewmembers	One time	1 Day	MSC Provides
20	Cargo Crane Maintenance Training	T-ACS	One officer and two crewmembers per ship	One time	5 Days	Any source
21	MHE/OHE Material/Ordnance Handling Equipment on MCDS and OPDS	PETERSBUR G CAPE JACOB	Entire ship crews	One time	Various	Any source; follow Navy guidelines
22	Drug Testing/Urine Collection	All Ships	One officer per ship	Every 5 Years	Various	Any source
23	EEO/Prevention Of Sexual Harassment/Corporate Policies	All Ships	Entire ship crews	One time (orientation of new crew)	1 Day	Any source
24	MARAD Network Security and Privacy	All Ships and Ship Manager Office	All who can access the MARAD network	Annually	1 Day	MARAD Provided (Powerpoint or on-line - MAR-340)
25	RMS (NS-5)	All Ships	Port Engineers and two officers per ship	One time	3 Days	MARAD Provided (MAR-614)
26	Electronic Invoicing System Training	Ship Manager Office	One SM shoreside staff	One time	1 Day	MARAD Provided (HQ FCO)

Reimbursement Policy on J-13 Training: Government directed training is reimbursable if reimbursement requests are itemized per person - see J9. The Government maintains the right to bring the instructor and materials to the vessel thereby making it GF training.

Travel-related expenses are reimbursed as per the Federal Travel Regulations (FTR), including transportation, subsistence, and lodging.

The Government will reimburse tuition and course materials for each separate instance of Government directed training unless covered by mariner fringe benefits.