

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 111	
2. CONTRACT (Proc. Inst. Ident.) NO. DTMA8C12029				3. EFFECTIVE DATE 09/21/2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY U.S. DOT/ Maritime Administration Office of Acquisition MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001		CODE 00091		6. ADMINISTERED BY (If other than Item 5) U.S. DOT/Maritime Administration Office of Acquisition MAR-380 1200 New Jersey Avenue, SE Mail Stop W-28-201 Washington DC 20590-0001		CODE 00091	

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  Interocean American Shipping Corporation Attn: Mitch Walker 302 Harper Dr Ste 200 Moorestown NJ 08057-4701		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM Via EIS	

CODE 132835366		FACILITY CODE	
11. SHIP TO/MARK FOR		12. PAYMENT WILL BE MADE BY MARAD A/P INVOICES 6500 SOUTH MCARTHUR BLVD OKLAHOMA CITY OK 73169	
CODE		CODE A-AMZ-160	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	12
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	62	X	J	LIST OF ATTACHMENTS	2
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	2		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	5		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	12		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	8				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number DTMA98R20120001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Sabrina Phillips	
19B. NAME OF CONTRACTOR		20B. UNITED STATES OF AMERICA	
BY <i>Mitchell D. Walker</i> (Signature of person authorized to sign)		BY <i>Sabrina Phillips</i> (Signature of the Contracting Officer)	
19C. DATE SIGNED 9/29/12		20C. DATE SIGNED 09/21/2012	

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   111
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Continued					

15G. TOTAL AMOUNT OF CONTRACT	\$0.00
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Sabrina Phillips
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19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  BY _____ (Signature of the Contracting Officer)	20C. DATE SIGNED 09/21/2012
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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTMA8C12029

PAGE OF  
2 111

NAME OF OFFEROR OR CONTRACTOR

Interocean American Shipping Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Ship Manager Services-CAPE HENRY/HORN SHIP GROUP 29  All funding will be authorized via Task Orders. FOB: Destination Period of Performance: 10/01/2012 to 07/27/2015				
0601AA	FY13 ROS with crew CAPE HORN	300	DA	5,448.95	1,634,685.00
0601AB	FY13 ROS without crew CAPE HORN	10	DA	1,135.54	11,355.40
0601AC	FY13 RRF-10 CAPE HORN	10	DA	2,072.07	20,720.70
0601AD	FY13 Phase O - operations CAPE HORN	45	DA	1,096.47	49,341.15
0601AE	FY13 Cost reimbursable items CAPE HORN				0.00
0602AA	FY13 ROS with crew CAPE HUDSON	300	DA	5,448.95	1,634,685.00
0602AB	FY13 ROS without crew CAPE HUDSON	10	DA	1,135.54	11,355.40
0602AC	FY13 RRF-10 CAPE HUDSON	10	DA	2,072.07	20,720.70
0602AD	FY13 Phase O - operations CAPE HUDSON	45	DA	1,096.47	49,341.15
0602AE	FY13 Cost reimbursable items CAPE HUDSON				0.00
0701AA	FY14 ROS with crew CAPE HORN	300	DA	5,625.01	1,687,503.00
0701AB	FY14 ROS without crew CAPE HORN	10	DA	1,135.54	11,355.40
0701AC	FY14 RRF-10 CAPE HORN	10	DA	2,072.07	20,720.70
0701AD	FY14 Phase O - operations CAPE HORN	45	DA	1,129.36	50,821.20
0701AE	FY14 Cost reimbursable items CAPE HORN				0.00
0702AA	FY14 ROS with crew CAPE HUDSON	300	DA	5,625.01	1,687,503.00
0702AB	FY14 ROS without crew CAPE HUDSON	10	DA	1,135.54	11,355.40
0702AC	FY14 RRF-10 CAPE HUDSON	10	DA	2,072.07	20,720.70
0702AD	FY14 Phase O - operations CAPE HUDSON	45	DA	1,129.36	50,821.20
0702AE	FY14 Cost reimbursable items CAPE HUDSON				0.00
0801AA	FY15 ROS with crew CAPE HORN	247	DA	5,779.81	1,427,613.07
0801AB	FY15 ROS without crew CAPE HORN Continued ...	8	DA	1,169.61	9,356.88

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTMA8C12029

PAGE OF  
3 111

NAME OF OFFEROR OR CONTRACTOR

Interocean American Shipping Corporation

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0801AC	FY15 RRF-10 CAPE HORN	8	DA	2,134.23	17,073.84
0801AD	FY15 Phase O - operations CAPE HORN	37	DA	1,163.25	43,040.25
0801AE	FY15 Cost reimbursable items CAPE HORN				0.00
0802AA	FY15 ROS with crew CAPE HUDSON	247	DA	5,779.81	1,427,613.07
0802AB	FY15 ROS without crew CAPE HUDSON	8	DA	1,169.61	9,356.88
0802AC	FY15 RRF-10 CAPE HUDSON	8	DA	2,134.23	17,073.84
0802AD	FY15 Phase O - operations CAPE HUDSON	37	DA	1,163.25	43,040.25
0802AE	FY15 Cost reimbursable items CAPE HUDSON				0.00
The total amount of award: \$9,967,173.18. The obligation for this award is shown in box 15G.					

**SECTION C -- DESCRIPTIONS AND SPECIFICATIONS**

**C.1 INTRODUCTION**

1.1. Mission:

1.1.1. The National Defense Reserve Fleet (NDRF) was established under Section 11 of the Merchant Vessel Sales Act of 1946 to serve as a reserve of vessels for national defense and national emergency purposes.

1.1.2. The Ready Reserve Force (RRF) is the high readiness subset of the Maritime Administration (MARAD), Department of Transportation (DOT), 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.

1.1.3. Vessels within this procurement are both NDRF and/or RRF vessels as defined below.

1.2. Background: This is a performance based service contract (PBSC) issued by the Maritime Administration for maintenance and operational services for NDRF/RRF vessels. Previous contracts for these services were awarded to U.S. commercial vessel operating firms. The Maritime Administration expects that this PBSC will sustain a high level of quality 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:

1.3.1. Section C contains the statement of work for three (3) CAPE H roll-on roll-off vessels. Ship Managers shall maintain assigned vessel(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, and 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 vessels, to the extent that such materials, reporting, and services are not specified as being provided by the Government.

1.3.2. 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 (Reimbursable Costs). However, this does not relieve the Ship Manager of the responsibility to identify any particular item that is required to sustain the vessel's readiness. 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. Plan Development Responsibility: 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. Vessels' officers and Ship Manager's staff are responsible for enforcement of Ship Manager policies, plans and procedures. Compliance with all Plans is a performance measurement under MARAD's Quality Assurance Surveillance Plan (QASP).

- 1.6. Deliverables: Unless specifically directed otherwise, all deliverables, listed in Attachment J.4, shall be delivered in an electronic format and entered in the Nautical Systems 5 (NS5) system no later than the time specified in Attachment J.4 or within five (5) working days after receipt/completion.

## C.2 MAINTENANCE MANAGEMENT INCLUDING LOGISTICS

Develop and execute a high quality, comprehensive vessel-centric maintenance program. The maintenance management program shall ensure assigned vessels 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 for the vessels to ensure compliance with all applicable regulatory requirements as dictated by the Government for U.S. Flag Vessels. Where "Public Vessel Status" may be applied to exempt a vessel from a requirement, that exemption may only be exercised with the written concurrence from the Chief, Division of Maintenance and Repair (MAR-611).
  - 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). See TE-1 Section 30 for Memoranda of Agreement with ABS and USCG.
  - 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, for example double hulled tankers. 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 (COR/COTR) for review and approval.
  - 2.1.4. Review existing regulatory compliance schedules, documents/certifications, regulatory body system due dates. Develop and deliver a comprehensive plan and schedule for accomplishing all regulatory requirements in the RMS.
  - 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.
    - 2.1.5.1. Accomplish all required inspections, surveys and tests in accordance with the approved schedule. All findings, reports, and certificates shall be entered into NS5 in accordance with C.1.6.
    - 2.1.5.2. If the Ship Manager believes an extension is warranted or necessary to achieve or sustain operational requirements, it should advise the COR/COTR in writing. The Maritime Administration may direct the Ship Manager to request extensions if deemed necessary or beneficial to the Government. Only Military Sealift Command may request a National Defense Waiver from the USCG to alleviate a vessel from meeting a specific regulatory requirement to support operations.
  - 2.1.6. If at any time and for any reason the Ship Manager cannot maintain the vessel to Regulatory Compliance, the Ship Manager shall notify the COR/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 the current

year Business Plan for corrective actions to be accomplished during the current fiscal year or plan for the work in the budget year Business Plan or as an out year work item, as appropriate.

- 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 COR/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.
- 2.1.9. Classification Surveys: The Ship Manager shall maintain the vessels with a valid Load Line issued by the American Bureau of Shipping (ABS). The schedule and requirements associated with or supporting the Hull and Machinery Survey shall be integrated into their Preventative Maintenance Plans and Business Plans.
- 2.1.9.1. Alternative Compliance Program: The Maritime Administration has determined that all ROS vessels, and to the extent feasible, RRF-10 vessels, shall be enrolled in the ABS Alternative Compliance Program. The Government reserves the right to grant exceptions. Exceptions or continuation of exceptions shall be in writing, by the Chief, Division of Maintenance and Repair. Requests shall be submitted to the COR/COTR. All vessels enrolled in ACP must meet the applicable eligibility criteria established by USCG including full voluntary compliance with ISM. Where the Ship Manager has determined an RRF-10 vessel cannot be maintained in ACP, the Ship Manager shall notify the COR/COTR in writing justifying the change.
- The following specific work items are envisioned as being required to bring a vessel into ACP:
- 2.1.9.1.1. All vessels shall within COI anniversary window submit CG 3752 form for inspection to CG OCMI with notification thereto of becoming a participating vessel in the ACP Program.
- 2.1.9.1.2. CG OCMI /ABS will coordinate with the vessel for joint inspections (hand-off survey)
- 2.1.9.1.3. CG is the Program Manager and notifies the vessel's owner by letter (Copy to ABS Coordinator and OCMI) of vessel enrollment into the ACP.
- 2.1.9.2. Machinery Surveys: Machinery surveys for ROS-5 vessels, and to the extent feasible, RRF-10 vessels, shall remain as continuous except where otherwise approved, in writing, on a case by case basis by the Chief, Division of Maintenance and Repair. Where the Ship Manager has determined an RRF-10 vessel cannot be maintained in Continuous Machinery Survey, the Ship Manager shall notify the COR/COTR in writing justifying the change.
- 2.1.9.3. Preventative Maintenance/Condition Monitoring (PM/CM): All ROS vessels, and to the extent feasible, RRF-10 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. Where the Ship Manager has determined a vessel cannot be maintained in PM/CM, the Ship Manager shall notify the COR/COTR in writing justifying the change.

2.1.9.4. Hull Surveys: Hull surveys shall be conducted in accordance with Special Periodic Hull survey requirements. If a vessel is currently in a Continuous Hull Survey program, the Ship Manager shall plan to revert back to Special Hull Survey on the next special survey date.

2.1.9.5. Maintain currency of regulatory body due dates, comments and remarks in RMS within 10 business days of issuance and/or completion of surveys. The Ship Manager shall ensure all documentation, including regulatory body data bases, reflect the actual dates that inspections and surveys are completed and documented. Where inconsistencies exist, the Ship Manager shall clarify the inconsistency with the regulatory body. The Ship Manager shall notify the COR/COTR within 2 business days of identification of any inconsistencies and upon resolution.

2.2. Readiness

2.2.1. Maintain assigned vessels 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 continuous operations for 180 days.

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

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.

<b>C-Status</b>	<b>Title Definitions</b>	<b>Description</b>
<b>C-1</b>	No Mission Degrading Deficiencies	Describes a vessel having no known deficiencies which impact its mission or activation within assigned R-Status
<b>C-2</b>	Documented and Correctable Mission Degrading Deficiencies	Describes a vessel which has mission degrading deficiencies which can be corrected within the assigned R-Status
<b>C-3</b>	Mission Degrading	Describes a vessel, 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 vessel. C3 may be scheduled or unscheduled.
<b>C-4</b>	Major Deficiencies prevent the vessel from activating or performing its primary mission and cannot be corrected within the assigned R-Status	Describes a vessel that cannot be fully mission-capable within the assigned R status, or a vessel 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.

<b>C-5</b>	Scheduled major repairs in progress; unable to meet assigned R-Status	Describes a vessel undergoing scheduled major repairs, which prevent it from meeting its assigned R-Status. C5 is only for planned availabilities.
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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. During this phase the vessel must be capable of activation within the assigned time frame and of operating continuously for 180 days. The Ship Manager is not required to obtain a layberth for vessels as part of its proposal; however, during the course of the contract, the Maritime Administration may request assistance from the Ship Manager in obtaining temporary layberth services for assigned vessels.

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 vessel is normally under Military Sealift Command's (MSC) operational control. The vessel is expected to operate for a minimum of 180 days continuously without any mission degrading deficiencies.

2.2.4. Maintain the vessel in a C-1 or C-2 status to the maximum extent. The Ship Manager shall identify in the vessel's business plan submittal any periods (C3 or C5) the vessel will not be within the assigned readiness. The government may require the Ship Manager to adjust proposed out of readiness periods in support of planned operations or fleet readiness.

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

2.2.5.1. Notify the COR/COTR as soon as possible of discovery whenever an event occurs which would place the vessel in a C-3 or C-4 status.

2.2.5.2. Submit a corrective action plan no later than 24 hours after the vessel is downgraded; the plan shall include a recommended corrective action, resources and funding required, and estimated time to correct. As directed by the ACO 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-3 and C-5 periods due to regulatory inspections, upgrades, and major maintenance periods.

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

2.2.6.2. While the C-3 or C-5 period must be kept to a minimum, evaluate cost against premium time and work acceleration expenditures in returning the vessel to its required C-rating status.

2.3. Preventative Maintenance Plan Development

2.3.1. The Ship Manager shall be responsible for a Preventative Maintenance Plan (PMP) 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 PMP 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 PMP shall include all regulatory body inspections and tests, as required.

2.3.1.1. The vessel-specific PMP incorporates both regulatory and preventative maintenance actions. This plan shall ensure the vessel can be activated within the designated activation period, and subsequently sustain operations continuously for 180 days. The Maritime Administration will provide the PMP currently integrated within the vessel's NS5 database. The Ship Manager shall review this plan and make appropriate changes based upon their methodology. Revisions to the PMP shall be submitted to the COR/COTR for review. Upon approval, these dates will be incorporated within NS5 by the RMS Program Office.

2.3.1.2. The PMP shall include those actions that are to be accomplished during scheduled maintenance activations and sea trials (e.g., Thermography Assessment and Vibration Analysis, diesel engine analysis for diesel vessels). All reports accomplished during the execution of the PMP will be provided in written and electronic format detailing the condition of the vessel. Electronic files shall be uploaded to the NS5 database in accordance with the NS5 protocol. Conduct sea trials and dock trials on each assigned vessel at the following intervals:

Interval	Requirement
<b>ROS-5</b>	Two sea trials every five years. The sea trials should be conducted in conjunction with the vessels' drydocking schedules. Complete maintenance sea trials shall be completed upon the completion of each regulatory drydocking. Two dock trials are recommended between the scheduled sea trials. Variations on dock trial scheduling may be proposed to the COR/COTR based on the vessels' propulsion systems (i.e. steam, motor, direct drive, clutched shaft, etc.).
<b>RRF-10</b>	Two (2) Sea Trials every five years. The sea trials should be conducted in conjunction with the vessels' drydocking schedules. Complete maintenance sea trials shall be completed upon the completion of each regulatory drydocking. No dock trials.

NOTE: The requirements of this section are listed for planning purposes only. The RRF business planning guidance may vary these frequencies due to budget or operational constraints and requirements.

2.3.1.3. The Ship Manager shall monitor the effectiveness of the PMP. Any revisions to the plan after initial submittal shall be identified in writing to the COR/COTR.

- 2.3.1.4. After initial submittal and acceptance, all resources requirements for execution of the PMP shall be included with the Vessel's Business Plan.
- 2.3.1.5. The Ship Manager shall utilize the Maintenance and Repair module in NS5 to document the execution of the PMP. Any anomalies or findings of the equipment, system, or space through the execution of the PM Plan shall also be recorded in NS5 and associated with the applicable equipment.
- 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. Any deviations shall be submitted to the Chief, Division of Maintenance and Repair, for approval.
- 2.3.3. Participate in the Maritime Administration's Oil Analysis program. The 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 oil analysis into the PMP as applicable.
- 2.3.5. The Ship Manager shall review the water chemistry and oil analysis reports and make recommendations to the COR/COTR for any necessary corrective action within 5 business days of receipt.
- 2.4. Corrective Maintenance Repairs and Upgrades: Subject to the limitations of funding provided, accomplish all corrective maintenance, repairs, and upgrades to the vessel. Corrective maintenance, repairs, and upgrades 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. Consideration in the accomplishment of corrective maintenance and repairs should be given to achieving the remaining service life of the vessel.
  - 2.4.1. 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.
  - 2.4.2. Recommend modifications or upgrades determined to be beneficial to the vessel and its performance or enhance its cargo carrying capacity.
  - 2.4.3. Recommend extended service life (ESL) items. ESL items are overhauls, preventative maintenance actions, and upgrades that will extend the service life of the vessel to the tenth special survey (approximately 50 years) or as directed by MARAD. ESL items shall not include repairs or regulatory actions that are critical to ensuring the near term readiness of the vessel.
  - 2.4.4. Enter all deficiencies, upgrades, and ESL items into NS5 as an official record. The entries shall consist of a clear and concise statement of work that identifies the associated component or system and includes a cost estimate, planned completion date, duration to complete (number of days), method of correction (contractor assistance or vessel's crew), 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). Notify the COR/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 initial deficiency information into the NS5 within 48 hours after discovery. All other repair items, upgrades, and enhancements shall be entered into NS5 within 30 calendar days after discovery.

2.4.5.1. 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, and make required notifications within 24 hours or sooner per Attachment J4.

2.4.6. Performance of Repair Work: All repairs and/or upgrades 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. vessel repair facility, unless the work is for emergency or mission essential repairs.

## 2.5. Management Transition of RRF Vessels

### 2.5.1. Management Phase-in

2.5.1.1. Within 30 days of the Notice to Proceed (NTP) the Ship Manager must complete the vessel management phase-in process for the newly assigned vessel. The management phase-in will consist of the following:

2.5.1.1.1. MARAD/Ship Manager joint material condition inspection and survey

2.5.1.1.2. Baseline security assessment of vessel internal spaces

2.5.1.1.3. Inspection and review of the vessel regulatory documentation

2.5.1.1.4. Review and update of International Vessel and Port Security (ISPS) Security Plan

2.5.1.1.5. Review of vessel mooring plan

2.5.1.1.6. Review of the vessel preventative maintenance system

2.5.1.1.7. Inspect and review the previous two (2) sea trial reports and the last dry-dock package and report

2.5.1.1.8. Inventory, Inspection and review of the vessel documentation including tech pubs, drawings and operating manuals

2.5.1.1.9. Inventory of Accountable Property

2.5.1.1.10. Review and update to the Vessel Business Plan

2.5.1.2. MARAD will ensure all documents required for above reviews and inspections are made available to the Ship Manager. MARAD may coordinate a transition period for key out-going personnel to assist in the management phase-in process.

- 2.5.1.3. At the end of the vessel management phase-in period the Ship Manager shall submit a management phase-in report that includes the completed MA-58, Vessel Survey Report, and a narrative covering the finding discovered during the required turnover review and inspections.
- 2.5.1.4. Joint Material Condition Inspection and Survey.
- 2.5.1.4.1. MARAD will coordinate with the Ship Manager and schedule a joint material condition inspection and survey within 15 days after the notice to proceed. The Ship Manager shall develop a material condition inspection and survey plan using the MA-58 as a template. This plan shall be presented to MARAD no later than two (2) working days prior to the scheduled inspection.
- 2.5.1.4.2. The Ship Manager will take the lead in conducting the Joint inspection and survey in accordance with their plan. The Vessel Manage shall documents all deficiencies discover and insure they are entered in NS5. Additionally the Ship Manager shall photograph all structural deficiencies discovered.
- 2.5.1.5. Baseline security assessment of vessel internal spaces: MARAD and the Ship Manager 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. The assessment of security shall be included in the material condition inspection and survey plan. A security statement indicating completion of the inspections and certifying the condition of the secured spaces shall be included in the management phase-in report.
- 2.5.1.6. Vessel regulatory documentation: The Ship Manager shall review the regulatory files and certificates maintained on the vessel against the records in the NS5 and the data in ABS SAFENET and USCG Maritime Information Exchange. The Ship Manager shall identify any discrepancies. The discrepancies shall be corrected prior to the completion of the 30 day management phase-in period. Any discrepancies requiring Work Items that cannot be completed during this period shall be entered in NS5.
- 2.5.1.7. International Vessel and Port Security (ISPS) Security Plan: The Ship Manager will review, update and re-submit this ISPS to the USCG for approval prior to completion of the management phase-in period. (See section 4.3.4.3 for additional requirements)
- 2.5.1.8. Vessel Mooring Plan: The Ship Manager Shall review vessel's mooring plan (See section 4.1.13.1 for additional requirement). The Ship Manager shall identify any discrepancies. The discrepancies shall be corrected prior to the completion of the 30 day management phase-in period. If revised the plan shall be submitted to MARAD and USCG for approval. Any discrepancies requiring Work Items that cannot be completed during the management phase in period shall be entered in NS5.
- 2.5.1.9. Preventative maintenance system: The Ship Manager shall review the status of the preventative maintenance (PM) items in NS5. All PMs that have been scheduled but not completed shall be identified and include in the management phase-in report.

- 2.5.1.10. Sea trial and dry-dock documentation: The Ship Manager shall inspect and review the previous two (2) sea trial reports and ensure that any discrepancies identified in the reports are documented in NS5. Additionally the Ship Manager shall inspect and review the previous dry-dock documentation. The data shall be used to complete the MA-58. It is recommended that the Ship Managers use this opportunity to discuss the previous sea trial with the outgoing key personnel (if available).
- 2.5.1.11. Vessel documentation: The Ship Manager shall inventory, inspect and review the vessel documentation including tech pubs, drawing and operating manuals. All discrepancies shall be indentified and included in the management phase-in report. If the corrective action is estimated to be greater than \$5,000 an items will be added to the business plan, if less than \$5,000 discrepancies shall be corrected using Vessel Support funding as funding becomes available.
- 2.5.1.12. Accountable Property: The Ship Manager and MARAD will conduct a joint complete physical inventory of the vessel's Accountable Property. NS5 will be adjusted to reflect the results of the inventory. At the conclusion of the inventor the Ship Manager will acknowledge the receipt of the entire inventory of Accountable Property as well as the Accountable Property database contained in NS5.
- 2.5.1.13. Vessel Business Plan: The Ship Manager shall review the current year approved business plan and budget year business plan for the vessel. Based on the turnover findings the Ship Manager shall submit a request to change the business plan as part of the management phase-in report. MARAD will review the recommended changes and return any approved changes to the business plan within 30 days of receipt the management phase-in report.
- 2.5.2. Management Phase-out at Contract Completion:
- 2.5.2.1. Within 45 days prior to completion of the contract the incumbent Ship Manager will begin the management phase-out process. The Ship Manager will coordinate with MARAD to ensure a smooth transition of the vessel custody. The management phase-out will consist of:
- 2.5.2.1.1. MARAD/Ship Manager joint material condition inspection and survey
  - 2.5.2.1.2. Review of the vessel regulatory documentation
  - 2.5.2.1.3. Review of the vessel preventative maintenance system Inventory
  - 2.5.2.1.4. Inventory of the vessel documentation including tech pubs, drawings and operating manual
  - 2.5.2.1.5. Inventory of Accountable Property
  - 2.5.2.1.6. Preparation of reports and documents for review
- 2.5.2.2. The Ship Manager shall make the following key personnel available for a 15-day transition period unless otherwise directed by the Contracting Officer.
- 2.5.2.2.1. Chief Mate
  - 2.5.2.2.2. Chief Engineer

2.5.2.2.3. Port Engineer

2.5.2.3. At least 15 days prior to the contract completion the incumbent Ship Manager shall submit a management phase-out report that includes the completed MA-58 and a narrative covering the finding discovered during the management phase-out process.

2.5.2.4. Joint Material Condition Inspection and Survey

2.5.2.4.1. MARAD will coordinate with the Ship Manager and schedule a joint material condition inspection and survey. The Ship Manager shall develop a material condition inspection and survey plan using the MA-58 as a template. This plan shall be presented to MARAD no later than two (2) working days prior to the scheduled inspection.

2.5.2.4.2. The Ship Manager will take the lead in conducting the Joint inspection and survey in accordance with their plan. The Ship Manager shall document all deficiencies discovered and insure they are entered in NS5.

2.5.2.5. Vessel regulatory documentation: The Ship Manager shall review the regulatory files and certificates maintained on the vessel against the records in NS5 and the data in ABS SAFENET and USCG Maritime Information Exchange. The Ship Manager shall identify any discrepancies. The discrepancies shall be corrected within 5 days of discovery. Any discrepancies that cannot be completed during the management phase-out period shall be entered in NS5.

2.5.2.6. Vessel preventative maintenance system: The Ship Manager shall review the status of the preventative maintenance items in NS5. All PMs that have been scheduled but not completed shall be identified and included in the management phase-out report.

2.5.2.7. Vessel documentation: The Ship Manager shall provide an inventory of the vessel documentation, including tech pubs, drawing and operating manuals. This inventory shall include vessel documentation held by the Ship Manager but not stored on board the vessel. The Ship Manager shall ensure an orderly and thorough transfer/receipt of physical custody of documentation existing in hard copy to MARAD.

2.5.2.8. Accountable Property: The Ship Manager and MARAD will conduct a joint complete physical inventory of the vessel's Accountable Property at least 15 days prior to completion of the contract. The results of this inventory will be reconciled with the Accountable Property database contained in NS5. The Ship Manager shall provide a written survey for each item to be found to be lost, damaged or destroyed.

2.5.2.9. Preparation of documents: The Ship Manager shall provide a hard copy of the following documents for review by the incoming Ship Manager or vessel custodian.

2.5.2.9.1. Previous two (2) sea trials and critical supporting documentation to include Vibration analysis, Thermography report, main propulsion tech rep reports, and the last dry dock report and specification package.

2.6. Logistics

- 2.6.1. Account for all Government Furnished Property (GFP) in accordance with Federal Acquisition Regulations (FAR) 52.245.1. 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, vessel's drawings and technical manuals in a manner that prevents waste, theft and unnecessary procurement.
- 2.6.2. Maintain a Maritime Administration approved Property Control System (PCS) in accordance with FAR 52.245-1, the RRF Logistics Management Manual (TE-5), and the PCS Requirements Matrix (TE-8). The PCS is due to the ACO within sixty (60) days of contract award.
- 2.6.3. Maintain complete, current and auditable records of all GFP transactions in accordance with FAR 52.245-1 and TE-5. Records of spare parts, Accountable Property, technical manuals, and drawings shall be maintained in the vessel's NS-5 computer system in accordance with the NS5 User Guides.
  - 2.6.3.1. Maintain the following files onboard each vessel:
    - 2.6.3.1.1. Documents used to vessel any item of GFP off the vessel or any item of GFP received onboard the vessel.
    - 2.6.3.1.2. Copies of Reports of Survey (DOT Form 4410.1) initiated by the Ship Manager for items lost, damaged or destroyed onboard the vessel.
- 2.6.4. Maintain a complete and 100% accurate inventory of all Accountable Property in NS5.
- 2.6.5. Conduct an annual inventory of all Accountable Property within thirty (30) days of the contract award anniversary date, unless otherwise directed by the COR/COTR. Report the results of this inventory in accordance with TE-5.
- 2.6.6. Conduct a physical inventory of all Accountable Property immediately following an activation (this requirement includes sea trials). Report the results of this inventory in accordance with TE-5.
- 2.6.7. Submit a DOT Form 4410.1 for all lost, damaged or destroyed Accountable Property within five (5) working days of discovery to Maritime Administration in accordance with TE-5. 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) may deduct the appropriate value of the item from monies due the Ship Manager.
- 2.6.8. Spare Parts, Technical Manuals and Vessel's Drawings
  - 2.6.8.1. Unless otherwise directed by the COR/COTR, be responsible for the acquisition of spare parts in accordance with the NS5, PCS, and available funding.
  - 2.6.8.2. To reduce RRF maintenance costs, Ship Managers are required to screen the inventory of all Maritime Administration Shore Based Spares (SBS) warehouses before buying any part needed for the maintenance of the vessel (emergencies excluded). If the needed part is available from an SBS warehouse, the Ship Manager must request the item. Most items will be shipped to RRF vessels at no cost. CFR 101-26.107

- 2.6.8.3. Except as provided for in TE-5, the 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) 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.
- 2.6.9. In addition to the requirements set forth in FAR 52.245-1 and TE-5, maintain the following logistics management standards for repair parts managed in NS5:
- 2.6.9.1. Maintain a 95% (or greater) accurate inventory of spare parts NOT secured by a Maritime Administration applied seal; and
- 2.6.9.2. Accurately mark, record and stow repair parts in accordance with FAR 52.245-1 and TE-5 within ten (10) working days of receipt.
- 2.6.10. Maintain and update the vessel's installed equipment database contained in NS5 within five (5) working days of the removal, modification or installation of shipboard equipment in accordance with TE-5

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

3.1. Develop, implement when directed, and manage a vessel specific Operational Plan.

3.2. Activation. The Ship Manager shall activate the vessel to a fully operational status. If required, the Ship Manager shall activate all assigned vessels under this and any other Government contracts simultaneously. The vessel shall be activated within the assigned activation period unless the vessel readiness status is C-4 or C-5. There are five (5) specific types of activations which the Ship Manager may be required or directed to perform, which are defined in TE-1, Section 2.

- Mission – No Notice
- Mission – Notice
- Maintenance
- Turbo Activation
- Other (e.g., sailing to shipyard in lieu of towing)

3.2.1. Mission No Notice Activations:

3.2.1.1. Develop and execute a vessel-specific Activation Plan to activate the vessel within the activation period as defined in TE-4. Unless otherwise directed, the vessel shall be capable of sustained operations for up to 180 days.

3.2.1.2. Direct the work of all staff, crew, and subcontractors and provide daily reports to COR/COTR (see 3.2.7.1).

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

3.2.1.4. Perform a proof of readiness sea trial in accordance with MARAD Sea Trial Guidelines and yearly policy directive within the activation period.

3.2.1.5. Bunker the vessel as directed by the COR/COTR. The Ship Manager may be tasked to procure bunkers for the vessel through commercial in accordance with J-2 or bunker the vessel through a DOD supplier. The vessel will not be required to bunker during the activation.

3.2.1.6. Receive and load cargo.

3.2.1.7. Operate the vessel for up to 180 consecutive days. Beyond 180 days, the Ship Manager may request reasonable time to accomplish voyage repairs or regulatory surveys, if necessary.

3.2.2. Mission Notice Activations: Perform all tasks of Section C 3.2.1.1 through C3.2.1.6. However, the activation period will be greater than defined in TE-4. The COR/COTR will provide the Ship Manager the specific date the vessel will be required to be fully operational.

3.2.3. Maintenance Activations: Conduct in accordance with the Ship Manager developed PMP. The maintenance activation shall include a sea trial in accordance with the MARAD Sea Trial policy.

- 3.2.4. Turbo Activations: A Turbo Activation shall be accomplished in accordance with a No-Notice activation (Section C 3.2.1.1 through C3.2.1.6) including a proof of readiness sea trial. However, the vessel will not load cargo or be expected to operate for 180 days. Upon completion of the proof of readiness trial the vessel will remain at sea for an additional 48 hours to accomplish additional testing.
- 3.2.5. Other Activations: The vessel may be activated for other reasons (e.g., sailing in lieu of towing to a drydock or for domestic emergency response). The COR/COTR will provide guidance as to the timeframe and any unique requirements. The Ship Manager may be required to activate within the assigned activation period.
- 3.2.6. Cost Estimates. The Ship Manager shall develop a cost estimate for accomplishing a No-Notice Activation and submit this estimate inclusive of their annual business plan. The cost estimate shall be inclusive of the activation, deactivation, and daily operating cost requirements, only. Provisions and stores procured during the activation but supporting operations shall be inclusive of the daily operating cost and charged to the respective task order.
- 3.2.7. Activation Reporting.
- 3.2.7.1. Submit timely and accurate reports as defined below.
- 3.2.7.1.1. Status Reports - Daily: Provide daily status to the Division Operations Center and the Maritime Administration Command Center (MCC) on vessel activation progress. First submittal is required no later than 24 hours after the time of activation notice.
- 3.2.7.1.2. Status Reports - Special: Provide required special status reports when requested by COR/COTR, Division Operations Center or by the MCC. These reports usually involve security, Chemical, Biological, Radiological-Defense (CBR-D) outfitting, reporting crew shortages, or other issues unique to a military operation.
- 3.2.7.1.3. Movement Reports: As directed by the COR/COTR, submit via e-mail or classified message vessel movement data including date, time, and location of vessel movement.
- 3.2.7.1.4. Crew List(s) - Provide and maintain a current crew list including military personnel onboard to the Division Operations Center and copy to the MCC to include the following information. Specific for crew list – MSC/EPIC Force Protection Crew List Submission Template – FOUO – Privacy Sensitive:
- Vessel Name
  - Vessel Flag
  - Submission Date
  - Submitted By
  - Last Name
  - First Name
  - Middle Name
  - Date of Birth

- Social Security Number
- Passport Number
- Rating/Position

The Maritime Administration will abide by Privacy Act restrictions in handling this data.

3.2.7.1.5. Discrepancy Report – Provide inventory and/or currency reports to the COR/COTR and take action to correct all deficiencies.

3.2.7.1.6. Crew Questionnaire: Arrange for and assist in the collection of data associated with the crew survey forms.

3.2.7.1.7. After Action Report

3.2.7.1.7.1. Collect and provide the following data for No-Notice and Notice mission-related activations and Turbo Activations and provide it in accordance with MARAD reports (submitted as part of the activation and ops):

- General condition of vessel upon activation
- Equipment problems encountered at activation
- Administrative problems
- Voyage summaries
- Operating history, commencing at activation notification, and inclusive of:
  - Activation notification
  - 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

3.2.7.1.8. (Optional): Submission of Photographs (digital, if possible,) for use by the Maritime Administration in briefings or public affairs articles. Personnel, including crew, port engineers, and shoreside management, shall make no statements to the press regarding these vessels unless prior approval is granted by MARAD. MARAD requires that all Ship Managers and crew obtain clearance from MARAD public affairs for videos, photos, speeches, press releases regarding RRF vessels. MARAD does support, without clearance, general statements with respect to the overall mission of the RRF and the important contributions of the Merchant Marines to National Security.

3.2.7.1.9. Within NS5, enter a scanned PDF copy of all vessel delivery reports between the Maritime Administration/MSC. The report shall be linked to the respective Ship Manager "vessel" in NS5. This is not the same as the noon or pre-arrival reports required by MSC.

### 3.2.8. Additional Activation Requirements

3.2.8.1. Maintain at all times an onboard property inventory and currency of MSC, USCG, and other nautical publications and instructions.

3.2.8.2. Ensure missing documents or publications are obtained prior to the completion of load-out or departure from CONUS, whichever occurs first. Items required in the Standard Administrative Yellow Filing cabinet onboard each vessel are found at C8.4.1.

3.2.8.3. Embarkation of military and or mission support personnel.

3.2.8.3.1. Vessels may be required to support the embarkation of authorized Government personnel including military as passengers, supercargo personnel, support personnel to operate mission unique equipment, and/or observers as directed by the Maritime Administration. This includes military stationed as a temporary security force, for example Guardian Mariners.

3.2.8.3.2. 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 or an allowable expense unless specifically authorized and approved by the COR/COTR. No additional exercise facilities beyond what is available for the crew shall be provided unless specifically authorized and approved by the COR/COTR.

3.2.8.3.3. 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 TE-10, MSC SOM Chapter 2 Section 7)

3.2.8.3.4. If issues arise regarding vessel's small arms weapons/ammunition, advise Division Operations Center and MCC within 24 hours, by the fastest means possible.

3.2.8.4. Slop Chest; Ship Managers shall be responsible for the 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.

3.2.8.5. Chart Ordering and Nautical Publications; Ship Managers shall obtain nautical charts and publications prior to operations and dispose of them during deactivation in accordance with direction from the COR/COTR.

### 3.3. Operations

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

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 vessels. Vessels activated under Mission No-notice and Mission Notice activations are under the MSC Operational Control (OPCON) upon declaration of Ready for Sea. RRF vessels 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. Vessel Speed: Maintain vessels such that they achieve the minimum operational speed designated in TE-7. Failure to sustain 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 vessel is unable to comply with sailing orders during Operations, because the Master determines compliance is not feasible or it jeopardizes the safety of the vessel, the Master, as MARAD's and the Ship Manager's representative, must advise the naval operational commander and the Maritime Administration (COR/COTR, Division Operations Center and the MCC) 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.

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

3.3.4. Operations Plan. Develop and maintain the vessel-specific Operations Plan.

3.3.5. Bunkering:

- 3.3.5.1. Bunkering is normally performed upon completion of the activation after the vessel is reported ready for sea (RFS) and tendered to MSC.
- 3.3.5.2. Bunkering instructions can either be provided in the MSC activation message or by the COR/COTR.
- 3.3.5.3. Vessels under MSC OPCODE must request bunkering instruction from the MSC area commander. The MSC area commander will instruct the vessel to use DOD bunker suppliers or request the Ship Managers to procure bunkers commercially as a reimbursable. The Ship Manager shall only procure bunkers from commercial sources upon the specific direction of the COR/COTR and in accordance with their commercial purchasing procedures.
- 3.3.5.4. The Maritime Administration has provided a laminated Bunkering checklist (in the Standard Administrative Yellow 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 check-off list.
- 3.3.5.5. Perform inventories of the oil spill response kits at least semi-annually and advise COR/COTR of missing or expired parts. Maintain and utilize Oil Spill response kits onboard RRF vessels, in accordance with regulatory body requirements.

3.3.6. Operations Reporting

- 3.3.6.1. Develop, manage, and submit timely and accurate reports in NS5, and as required by the MSC's Standard Operating Manual (SOM) or provided as a special mission requirement from the Maritime Administration.
- 3.3.6.2. Obtain through MSC the latest version of the MSC SOM (CD-ROM format).
- 3.3.6.3. When an RRF vessel is under MSC OPCODE, 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 MARAD COR/COTR immediately. Since the Maritime Administration is the vessel owner, the COR/COTR shall be copied on all reports. For classified reports: Using the PC to PC Transfer System (PPTS), the vessel is able to send classified message traffic/reports to the appropriate the Maritime Administration divisions and Headquarters address.
- 3.3.6.4. Upon the issuance of weapons/ammunition, submit the following reports to the Division Operations Center and the MCC:
  - 3.3.6.4.1. The Navy Small Arms Asset Verification List; and
  - 3.3.6.4.2. The Ammunition Transaction Report.
- 3.3.6.5. Notify the COR/COTR immediately, if any vessel in Phase O has not reported in at least once in any twenty-four (24) hour period. Copying the COR/COTR on the Noon Report, usually required by MSC, is sufficient.

- 3.3.7. While in Phase O, the Ship Manager shall execute the Phase O PMP. The Ship Manager shall enter all deficiencies, anomalies, and applicable performance data into NS5 in accordance with the NS-5 Protocol.
- 3.3.8. *Ad Valorem* Documentation: All repairs and procurements of parts shall be accomplished in a U.S. vessel repair facility or through U.S sources, unless the work, equipment, or part is for emergency or mission essential repairs.
- 3.3.8.1. 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 No. 226 with supporting documentation to the COR/COTR and Chief, Division of Maintenance and Repair, at the same time it is submitted to Customs. Inclusive of the submittal, identify any items on the U.S. Customs Form No. 226 which may be subject to customs relief. Additionally, notify the Maritime Administration (Chief, Division of Maintenance and Repair) of any difficulties with U.S. Customs.
- 3.3.8.2. 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 COR/COTR immediately if it is determined the *Ad Valorem* duties are projected to exceed the available Phase O funding levels.
- 3.3.9. Report to the COR/COTR and Division Operations Center and MCC significant events, e.g. rescues at sea, medevacs, or political unrest which affects vessel operations or in which the vessel is involved.
- 3.3.10. The Casualty Reporting System includes: Casualty Reports (CASREPs); Casualty Situation Reports (SITCASREP); Casualty Corrected Reports (CASCORs) and Casualty Cancelled Reports (CASCANs).
- 3.3.10.1. CASREPs: Advise the COR/COTR, Division Operations Center and MCC, 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 rationale for C3/C4 for CASREP in a separate report to the Area Divisions Operations Center/MCC. Include COR/COTR, Division Operations Center and the MCC on ALL message traffic regarding the casualty.
- 3.3.10.2. 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 documented in NS5.
- 3.4. Deactivation
- 3.4.1. Deactivation shall commence upon completion of any operations.
- 3.4.2. Deactivation Plan. Develop and maintain a vessel-specific Deactivation Plan.
- 3.4.2.1. The plan shall include the actions and preparations to return the vessel to its assigned readiness status, capable of being re-activated and operated for 180 consecutive days.

- 3.4.2.2. For ROS and RRF-10 vessels outported with a retention crew, at a minimum, the plan shall include the following:
- 3.4.2.2.1. Issuance of solicitations for industrial assistance and technical representatives in support of the deactivation;
  - 3.4.2.2.2. Inventory and secure all Accountable Property;
  - 3.4.2.2.3. 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.);
  - 3.4.2.2.4. 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 crew requirements;
  - 3.4.2.2.5. Return and verify all items in Standard Administrative Yellow Filing Cabinet. Notify the COR/COTR of missing materials.
- 3.4.2.3. For vessels sited at an NDRF site, the plan shall reflect the requirements of MARAD Form MA-496 (Reimbursable Vessel Acceptance Report (for Non-retention Vessels)) – in accordance with the MARAD NDRF Fleet Manual (TE-9). Any exemptions or exclusions to meeting the requirements of MARAD Form MA-496 shall be submitted to the Chief, Division of Maintenance and Repair for approval. At a minimum, the plan shall include the following:
- 3.4.2.3.1. Issuance of a solicitation for deactivation and award subcontract within thirty (30) days.
  - 3.4.2.3.2. Identify the 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.
  - 3.4.2.3.3. Transfer vessel to location where deactivation work will be performed.
  - 3.4.2.3.4. Inventory and secure with a Maritime Administration seal all Accountable Property.
  - 3.4.2.3.5. Box, inventory, and 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.
  - 3.4.2.3.6. Box charts (or chart CDs) for storage or disposal in accordance with direction from COR/COTR.
  - 3.4.2.3.7. Return and verify all items in Standard Administrative Yellow Filing Cabinet. Notify the COR/COTR of missing materials.
  - 3.4.2.3.8. Transfer vessel to the NDRF location inclusive of tugs and pilots. NOTE - At the NDRF location, vessel mooring, hookups, and security will be accomplished by Government fleet personnel.
  - 3.4.2.3.9. There will be limited power for dehumidification and cathodic protection, ensure alarms systems are operational (flooding, intrusion, and fire). Notify the COR/COTR if alarms are not functioning.

- 3.4.3. Cost Estimate. Inclusive of activation and operating costs, the Ship Manager shall develop a cost estimate for deactivation and submit this estimate inclusive of the vessel's annual business plan.
- 3.4.3.1. The deactivation cost estimate shall be limited to those requirements necessary to returning the vessel to its assigned readiness status at its assigned outport berth or returning the vessel to its assigned fleet anchorage.
- 3.4.3.2. Within 48 hours of redelivery of the vessel to the Maritime Administration, the per diem rate will change from Phase O to Phase M for the full day. Ship Managers may retain selected crewmembers to assist in the transition to Phase M and shall reflect this in their deactivation plan and cost estimate.
- 3.4.4. Execute the Deactivation Plan.
- 3.4.5. Deactivation Reporting
- 3.4.5.1. Enter the Delivery/Re-delivery Report into NS5.
- 3.4.5.2. Ensure that fuel data is recorded before re-delivery and provided to Navy Energy Usage Reporting System (NEURS), COR/COTR, Division Operations Center and MCC.
- 3.4.6. Additional Actions: In addition to the requirements in the Deactivation Plan, the Ship Manager may be tasked to accomplish additional actions. These may include, but are not limited to:
- 3.4.6.1. Obtain guidance and take action on the disposition of weapons and ammunition.
- 3.4.6.2. Perform material condition surveys which may include: sea trials and, if directed by COR/COTR diagnostic testing such as diesel engine analysis, thermography, or vibration analysis.
- 3.4.6.3. Accomplish cargo space cleaning.
- 3.4.6.4. Accomplish regulatory surveys and inspections that have come due pursuant to vessel operations or already included in the vessels annual business plan.
- 3.4.7. Voyage Repairs: Upon completion of operations, the Ship Manager shall accomplish all outstanding voyage repairs, inclusive of replenishment of spare parts consumed during Phase O.
- 3.4.7.1. All deficiencies shall be entered into NS5 during operations as they are uncovered. Additional deficiencies identified during the execution of the deactivation, which are directly attributable to the operation, shall be entered into NS5 and considered a voyage repair.
- 3.4.7.2. If not already accomplished, the Ship Manager shall develop a cost estimate for each deficiency. The Ship Manager shall provide to the COR/COTR a cost analysis of projected remaining Phase O funds and funds required to accomplish the voyage repairs. If the estimated cost of voyage repairs exceeds the projected Phase O funds remaining, the Ship Manager shall immediately notify the COR/COTR.

3.4.7.3. Any deficiency or combination of deficiencies which result in a degrading of the vessel's readiness shall be immediately reported to the COR/COTR (Reference C.2.2.5)

3.4.7.4. Voyage repairs shall be accomplished as promptly as possible upon completion of Phase O. The Ship Manager shall submit to the COR/COTR a plan for correcting all voyage repairs including the work to be accomplished, cost estimate, method of completion, and completion date. The Ship Manager shall notify the COR/COTR via email of any voyage repair which remains incomplete after 60 days since the completion of Phase O.

#### C.4 SAFETY, ENVIRONMENTAL AND SECURITY

Adhere to Sound Safety, Security and Environmental Standards and Practices with No Adverse Impact on Personnel, Environment and Property

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 Chief, Division of Maintenance and Repair, with copy to the COR/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 Chief, Division of Sealift Operations 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. The Chief, Division of Maintenance and Repair 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 that will perform management of the vessels 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 Vessel Management Certificate are reimbursable.

4.1.1.2.1. For vessels with personnel assigned which have a valid interim Vessel Management Certificate review the assigned vessels' Vessel Management Certificate or renew, a valid interim Vessel Management Certificate for the vessel within twelve (12) months.

4.1.1.2.2. For vessels with personnel assigned which do not have a SMC or if a new Ship Manager has been assigned the vessel, Ship Managers will

apply for and obtain a valid interim SMC for their assigned vessels within 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 crew members and to the Government. The Ship Manager'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 this document as it is part of the Ship Manager's ISM DOC. See also TE-1 Section 18 for the Maritime Administration required 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, shall be incorporated.
- 4.1.1.4. The Maritime Administration will hold periodic meetings with the Ship Manager, the ISM designated person, vessel's officers, the Maritime Administration COR/COTR, and the Maritime Administration Safety Officer 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 COR/COTR before internal audits are conducted. The COR/COTR may attend as an observer. See Section C 6.7.2.3.
- 4.1.2. Logs: Ship Managers shall maintain a deck log(s) at all times when a crew of any size is aboard. Safety information shall be recorded, as applicable, in the deck log: Emergency, Steering Gear, Abandon Vessel, 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 vessels nested or located near to each other.
- 4.1.3. Conduct pre-firefighting training, drills, and actual practice with vessel's equipment in full gear. Further, vessel supervisors in all departments shall know the location of the vessel'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.
- 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 COR/COTR, OSH conferences organized by Chief, Division of Sealift Operations. 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. Vessel's cargo gear includes, but is not limited to cranes, winches, davits, booms, Roll-on/Roll-off (RO/RO) ramps, elevators, 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 shall ensure that the crew utilizes proper protective clothing during work.
- 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. The Ship Manager shall ensure his vessel is properly loaded, secured, discharged, and cleaned.
- 4.1.7. Workforce Planning: Plan for military exercises which often are scheduled for twenty four (24) hour periods, two 10 hour shifts, with 4 hours for maintenance in accordance with the crewing requirements of Title 46, Subtitle II Part F, Chapter 81, Section 8104 Watches.
- 4.1.8. Unsafe Operations: Any unsafe practice, by military or contracted stevedores, noted by a vessel's officer during cargo operations, shall be reported to the Master and senior military official present, if applicable. A copy of the incident shall be kept in the vessel'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: Ensure 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).
- 4.1.10. Personal Flotation Devices: All personnel working in an operating environment including vessel ramps, or lighters, shall wear USCG-approved personal floatation devices equipped with a light and whistle.
- 4.1.11. Seaman's Injury Claims and Maintenance and Cure: Process claims and maintenance and cure payments in accordance with Attachment J-3.
- 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 which accounts for both remaining alongside and getting underway. Prior to hurricane season, obtain approval of the USCG COTP to remain in port during severe weather by completing the USCG "Request to Remain in Port" application. 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.
  - 4.1.12.2. 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. The vessel shall be properly moored at all times. Take additional action if winds are anticipated to exceed 70 mph. Note: the Maritime Administration uses the Navy's (NFESC) guidance to moor vessels 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 85 mph to 126 mph. A copy of the table is in TE-12. TE-12 is accurate and current as of Aug 2008. Updates are available from Division Operations Center and the MCC. NDRF moored vessels may obtain copy of Fleet Mooring plans; however, fleet personnel are responsible for the vessel's safe mooring.

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 vessels shall follow safe work practices and abide by the Fleet Safety Rules for Contractors & Visitors, 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 CFR Part 1915 – Shipyards, 29 CFR Part 1917 – Marine Terminals, and 29 CFR Part 1918 – Longshoring) as appropriate for safety in loading and discharging of cargo.

#### 4.2. Environmental

4.2.1. Pollution Prevention: All NDRF/RRF vessels shall comply with all federal, state, local, and foreign hazardous material and hazardous waste regulations unless waived in foreign ports. Masters of NDRF/RRF vessels 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 the Port Engineering staff, Ship Manager supervisory staff or staff personnel, or vessel'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) into Ship Manager programs, policies, and procedures and promulgate as necessary. Advise COR/COTR and Division Operations Center and the MCC 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 5090.1 Series CH-1 (All RRF Vessels). Copies of each of these documents are contained in the Standard Administrative Yellow Filing 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 COR/COTR (or SOMO in the COR/COTR's absence) and Division Operations Center and the MCC 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 all oil spills, take appropriate actions and make appropriate notifications in accordance with the SOPEP.
- 4.2.4. 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 vessel shall transfer (donate) hazardous materials or hazardous waste to any private sector, state or local/city agency.
  - 4.2.4.1. 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.
  - 4.2.4.2. HAZMAT Training: Provide personnel resources with adequate HAZMAT environmental training to accomplish the functional tasks anticipated.
    - 4.2.4.2.1. Group Environmental Training: Provide vessel and shoreside personnel as directed via task order to attend periodic booming demonstration(s) in connection with HAZWOPER refresher materials.
- 4.2.5. 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 COR/COTR of any conflicting guidance, or deficiencies.
- 4.2.6. 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 vessel(s) in all Phases including the maintenance and appropriate filing of associated records.
- 4.2.7. 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:
  - 4.2.7.1. Retained HAZMAT shall have a shelf life of two (2) years or more.
  - 4.2.7.2. All vessels entering the NDRF will be inspected by NDRF representative.
  - 4.2.7.3. Stowage locations for all HAZMAT, solvents, and chemicals will be directed by COR/COTR.
- 4.2.8. 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.

- 4.2.9. 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, or health. Ship Managers will maintain all associated personnel records.
- 4.2.10. 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.
- 4.2.11. Environmental Responsibilities during Vessel 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 ship-work solicitation:
- 4.2.11.1. The removal of waste generated during vessel operations. Only upon written direction (no verbal permitted) from the COR/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.
- 4.2.11.2. The removal of waste generated during the repair, by the repair facility. Ship Managers shall require that the repair facility:
- 4.2.11.2.1. complies with all applicable federal, state, and local environmental laws and regulations
- 4.2.11.2.2. addresses the use of properly licensed (permitted) transporters and storage, treatment, disposal facilities and provides as a deliverable prior to the commencement of work
- 4.2.11.2.3. photostatic copies of all required EPA identification numbers permits and/or licenses and or state/local equivalent
- 4.2.11.2.4. a copy of its waste removal plans, and any other plans and programs related to the required work
- 4.2.11.2.5. The Ship Manager shall ensure that his subcontractor prices for and is responsible as the generator of all hazardous and solid waste that results from the activities of the subcontractor under the subcontract.
- 4.2.11.2.6. The Ship Manager shall provide copies of all documentation of work performed to the COR/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.
- 4.2.11.2.7. 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.

#### 4.3. Security

- 4.3.1. General. Owners 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 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, gates, guards, and guard shack when not supplied by the layberth operator.
- 4.3.3. Heightened Security will be as directed by the COR/COTR and is reimbursable. Heightened Security is anticipated only when Homeland Security assessments warrant 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 Vessel 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 NS5 the name and contact data for the Company Security Officer(s) and individual Vessel/Vessel Security Officer - one (1) per vessel (ISPS code Part A).
  - 4.3.4.2. Vessel and Layberth Security Risk Assessments: Conduct periodic security risk management assessments for both vessel (ISPS Code Part A, 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 COR/COTR and Ship Manager 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 and provided to the Maritime Administration. (see Section C.2.5.1.5)
  - 4.3.4.3. International Vessel 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. The Ship Manager shall maintain an

approved ISPS Security Plan and be fully IMO compliant with it (see also Section C.2.5.1.7).

- 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. If required for public vessels, the Maritime Administration 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 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:
- 4.3.7.1. Post visible sign(s) - "Government-owned vessel. Restricted area. No solicitation. No unauthorized visitors."
- 4.3.7.2. RRF vessels do not carry spouses, dependents, friends or guests of either the crew or DOT/DOD personnel. In special circumstances, the Maritime Administration may waive this requirement for specific events.
- 4.3.7.3. Official visitors - See TE-1 Section 2.
- 4.3.7.4. 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.
- 4.3.7.5. Use of Public vessels of the U.S. Government for personal use or private profit is strictly prohibited and 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.
- 4.3.7.6. Vessels lifeboats shall not be used for liberty, or recreation.
- 4.3.7.7. Report any breach of security on any Government property (leased or owned) to COR/COTR and Fleet superintendent (if applicable).
- 4.3.7.8. Execute the Ship Manager's Physical Security Plan, and Bomb Threat Response Plan.
- 4.3.7.9. Determine threat level and provide for gangway security, extra watch standers, roving patrols, or request outside (non-vessel's force) assistance, upon direction of COR/COTR.
- 4.3.7.10. Positive security control of entrance into an RRF vessel 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.

- 4.3.7.11. 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. The 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.
- 4.3.7.12. Take any action within his/her authority and capability to prevent or minimize loss or damage to vessel/cargo from theft, espionage, sabotage, terrorism, and other criminal activities.
- 4.3.7.13. Use the resources provided by Navy operational commanders, host nation or other sources to enhance the security of the vessel.
- 4.3.7.14. The senior deck officer shall maintain signature custody records on the Maritime Administration provided weapons by serial number at all times.
- 4.3.7.15. 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.
- 4.3.7.16. 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 vessel'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 Criminal Investigative Service (NCIS), 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. The Ship Manager shall 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.
- 4.3.10. At Sea Security: Ship Managers and Masters shall provide for physical security while vessels are at-sea, at-anchor, and in-port. Reference COMSCINST 5530.3, Subj: MSC Vessel 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.
- 4.3.11. 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.

- 4.3.12. Force Protection/Information Security. Cooperate with the Maritime Administration and other authorized U.S. Government officials in the development and management of force protection and security. This includes:
- 4.3.12.1. 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.
  - 4.3.12.2. Obtaining and maintaining a list of all shipboard clearances and associated personnel data at all times.
  - 4.3.12.3. Coordinating and tracking crew force protection and security training.
  - 4.3.12.4. Maintaining custody of and inventorying and managing small arms, weapons, ammunition, CBR-D Personnel Protection.
  - 4.3.12.5. Protect all classified documents and materials.
  - 4.3.12.6. 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.
  - 4.3.12.7. 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).
  - 4.3.12.8. Ensure the Maritime Administration-provided check-list is used for determining who is eligible for anti-terrorism property custody and training.
- 4.3.13. Force Protection Report, Provide to the Maritime Administration to Division Operations Center and MCC on a monthly basis a list of the status of crew required training as listed in J-13 of the SMC including crewmember names, ratings and dates of training. The report as a minimum shall address Force Protection training such as Number Crewmembers with Small Arms Training, CBRD Officer, Anti-Terrorism Officer/Vessel Security Officer, etc.
- 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 vessel 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. The exception to this policy is those RRF ships which keep secure communication (STE phone and KOV card) on board while in ROS. These ships may be tasked to report in a secure mode both for themselves and for other RRF ships at the same layberth facility.
- 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 COR/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 the Division Operations Center and MCC immediately.

## C.5 HUMAN RESOURCES

Ability to provide adequate human resources (shoreside staff and qualified marine personnel/vessel crew) to perform the PWS.

## 5.1. The Ship Manager shall:

- 5.1.1. Support Vessel Tours/Visits upon request. The Ship Manager may be required to have the Senior Officer, or other suitable crew member(s), or Port Engineer conduct tours of the vessels while in ROS and FOS. When vessels are in ROS, requests are submitted to and approved by the Maritime Administration COR/COTR or Area Division Training officer. If messing in ROS is required, the Ship Manager can charge for individual's meals at the established Federal Travel Regulations (FTR) rate for the vessel'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 all estimated costs in the estimated operating cost for the vessel. 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 COR/COTR a record containing the names, rank, and unit/agency of all personnel messing and/or berthing onboard the vessels.
- 5.1.2. Obtain required Transportation Worker Identification Credentials (TWIC). A TWIC card may be required to access the vessel layberth or vessel repair facilities. The cost to obtain –TWIC cards not reimbursable.
- 5.1.3. Abide by all Federal, state, and local regulations regarding employment and maintain the appropriate records from pre-hire solicitations through dismissal.
- 5.1.4. Verification of Personnel Data: Verify that the information for shorebased is valid, entered into NS5, and updated as necessary throughout the life of the contract.
- 5.1.5. Comply with E-verify Federal to verify their employees' eligibility to work within the United States.
- 5.1.6. Emergency Contact: Provide emergency contact information to the COR/COTR upon NTP and enter into NS5. This information shall provide The Maritime Administration the ability to contact the Ship Manager 24/7 during emergencies and no-notice activations.

## 5.2. Shoreside Staffing – The Ship Manager shall:

- 5.2.1. Provide shoreside staff to ensure that all requirements of this contract are accomplished in a timely and efficient manner. 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 vessels. 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.
- 5.2.2. Provide the name, work and home phone number of the corporate President/Owner(s) to the Director, Office of Ship Operations.

- 5.2.3. Provide a temporary replacement to perform any duties normally carried out by the permanent shoreside staff members during any periods of absence.
- 5.2.4. Overtime costs for shoreside staff is not reimbursable for any requirement of this PWS.
- 5.2.5. Provide port engineering services to support the requirements of this PWS.
- 5.2.6. Physical location of Port Engineering Services: Provide on-site office facilities. On-site is defined as being at the vessel's location or at a maximum within 2 hours response time to the vessel. The facility is defined as a trailer or commercial office space. Port Engineer(s) may live or have his/her office onboard vessels, however, the Ship Manager must be prepared to move the Port Engineer in the event of an activation without interference to the flow of work.

### 5.3. Shipboard Crewing

- 5.3.1. **ARTICLES FOR NEGOTIATION:** The Ship Manager shall provide the following for ALL RRF Vessels through his negotiated employee agreements:
  - 5.3.1.1. **NO STRIKE Clause.** Recognizing that critical sensitive services are required under this contract, it is essential that continuous operation of the vessels 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.
  - 5.3.1.2. **RIGHT TO SELECT Clause.** The Ship Manager shall have the right to approve or reject each licensed and unlicensed member.
  - 5.3.1.3. **RIGHT TO FIRE Clause.** The union agreement shall permit the Ship Manager with the right to fire any licensed and unlicensed member.
  - 5.3.1.4. **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.
- 5.3.2. **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 C.5.6.1).
- 5.3.3. 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.
- 5.3.4. 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.

### 5.4. Labor Disruption

5.4.1. Critical, sensitive services are required under the terms of this contract, and it is essential that the continuous operation of the vessel 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:

5.4.1.1. CBAs with no-strike, no lock-out provisions.

5.4.1.2. Employment agreement.

5.4.1.3. Plans to demonstrate the continuous availability of adequate numbers of qualified personnel in a labor pool to perform services required under this contract.

5.5. The following requirements apply to any and ALL crewmembers.

5.5.1. 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 vessel. 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.

5.5.2. 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.

5.5.3. Mariner Vetting. Provide to Divisional Operations Center and MCC 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:

- 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.

5.5.3.1. 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 Divisional Operations Center

and MCC by the fastest 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.

- 5.5.3.2. Vetting is accomplished for all Phase M and Phase O shipboard personnel. It may occasionally be performed for personnel carried during a sea trial. Divisional Operations Center and MCC 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.
- 5.5.4. 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.
- 5.5.5. 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.
- 5.5.6. 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.
- 5.5.7. 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).
- 5.5.8. 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 vessel 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).
- 5.6. Medical
- 5.6.1. 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. Such immunizations/inoculations may be required at the time of their employment and/or at anytime during their employment. 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 DoD 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.

- 5.6.1.1. 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.
  - 5.6.1.2. 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. The Government will instruct the Master whether or not the ineligible crewmember will be allowed ashore or will be allowed to continue the voyage.
  - 5.6.1.3. Medical Reimbursable: 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 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.
- 5.6.2. In accordance with USCG regulations, include all crewmembers in the Ship Manager's drug testing programs.
  - 5.6.3. Medical Claims. Comply with Attachment J-3 with respect to medical claims.
  - 5.6.4. Medical On-call Service: when the vessel is deployed for non-coastwise operation, provide shorebased services of a licensed physician on a 24/7 basis to provide comprehensive on-call health care services via vessel's communications equipment. This is a reimbursable service.
  - 5.6.5. Medical Person in Charge: designate 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.
  - 5.6.6. 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.

5.6.7. 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)".

5.6.8. 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.

#### 5.7. Training

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

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

5.7.1.2. Provide a monthly status report to Divisional Operations Center and MCC as follows: name of vessel, rating requiring training, frequency required, how mariner will be trained, name of mariner, ratings, dates of training - listed across top of spreadsheet; courses listed in J13 (down the side of the spreadsheet), other courses as needed.

#### 5.7.1.3. Merchant Marine Preparedness/Specialized Training

5.7.1.3.1. Vessel Orientation. In accordance with ISM, ensure that all crewmembers are provided vessel 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 vessel operations (Deck only)
- Security
- Emergency isolation valves and shutdowns.

5.7.1.3.1.1. Utilize procedures and practices in your Safety Management System, particularly non-conformities. Focus on:

5.7.1.3.1.1.1. Problem trends relating to material condition and maintenance procedures for shipboard operating equipment.

5.7.1.3.1.1.2. Personnel training for individual vessel's equipment operators, including:

5.7.1.3.1.1.2.1. Muster stations for specific emergencies

- 5.7.1.3.1.1.2.2. Crew assignments regarding Oil Spill Locker location, its required content and use of the equipment contained therein.
- 5.7.1.3.1.1.2.3. Crew awareness regarding the location of Force Protection and CBRD equipment.
- 5.7.1.3.1.1.2.4. Engine Room Fire procedures, including use and operation of SCBAs and fire-fighting equipment, including fixed and semi-portable.
- 5.7.1.3.1.1.3. Engineering casualty control drills
- 5.7.1.3.1.1.4. Crew capable inspections and checks of installed fire detection/fire-fighting equipment and systems.
- 5.7.1.3.1.1.5. Crew execution of individual vessel 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.
- 5.7.1.3.1.2. 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 COR/COTR.
  - 5.7.1.3.1.2.1. Optional Training: COR/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)
  - 5.7.1.3.1.3. For the courses listed in Attachment J-13, plus any other course directed by the Government and approved by the COR/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."
- 5.7.2. 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).
  - 5.7.2.1. Provide Cadet subsistence, quarters, and training as required by the cognizant school.

- 5.7.2.2. Provide Cadet wages not to exceed 46 CFR 310.
  - 5.7.2.3. Cadet transportation is reimbursable in accordance with Joint Travel Regulations (JTR).
  - 5.7.2.4. Advise the COR/COTR and Chief, Division of Sealift Operations, any time a cadet is scheduled to be onboard an RRF vessel.
- 5.8. Reduced Operational Status (ROS)
- 5.8.1. General: 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)
  - 5.8.2. Provide as necessary and within its fixed price, any ROS crewing, over and above that required by the Maritime Administration, for the:
    - 5.8.2.1. Performance of the routine schedule preventative maintenance as identified in the Ship Manager's vessel specific vessel maintenance management plan including quarterly light-offs, equipment cycling/rotation, etc.
    - 5.8.2.2. A quantifiable amount of time for the accomplishment of emergent repairs that may be accomplished during normal working hours.
    - 5.8.2.3. Maintaining vessel security, fire and flooding protection
    - 5.8.2.4. Performance of all required regulatory body drills
    - 5.8.2.5. Maintaining inventory and custody of GFP including spare parts
    - 5.8.2.6. Documents, charts, etc.
    - 5.8.2.7. All other PWS and TE requirements.
  - 5.8.3. 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.
  - 5.8.4. 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 complement for the performance period of the contract.
  - 5.8.5. 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 vessels before the vessel is activated.

5.9. General ROS Duties and Responsibilities.

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

- 5.9.1.1. Become completely familiar with shipboard equipment and systems.
- 5.9.1.2. Perform Maintenance Actions.
- 5.9.1.3. Perform general shipboard duties.
- 5.9.1.4. Operate and maintain shipboard equipment and systems during idle status.
- 5.9.1.5. Perform minor repairs and assist in supervising vendor and industrial repairs.
- 5.9.1.6. Maintain the vessel's inventory; and
- 5.9.1.7. Activate (transition) and operate the vessel, when directed, and train new crew members.
- 5.9.1.8. Become thoroughly familiar with the Activation Plan.
- 5.9.1.9. Maintain unique equipment maintenance requirements and procedures.
- 5.9.1.10. Maintain equipment repair history and status of regulatory inspections and surveys.
- 5.9.1.11. All ROS crewmembers as appropriate to their rating shall:
  - 5.9.1.11.1. Assist in vessel activations and sail as a member of the full crew
  - 5.9.1.11.2. 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.
  - 5.9.1.11.3. Oversee performance of regulatory inspections and surveys.
  - 5.9.1.11.4. 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.
  - 5.9.1.11.5. Obey regulations regarding classified material, if retained onboard.
  - 5.9.1.11.6. Accommodate visits by the Maritime Administration and other government or government-invited personnel during visits.

5.9.2. 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."

- 5.9.2.1. 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:

- 5.9.2.1.1. Secure Vessel for Prevailing Weather Conditions
- 5.9.2.1.2. Adjust/Double up/stow mooring lines
- 5.9.2.1.3. Adjust Gangway
- 5.9.2.1.4. Take on and stow vessel's stores/spare parts
- 5.9.2.1.5. Operate cargo equipment for storing/testing
- 5.9.2.1.6. Assist with vessel habitability requirements
- 5.9.2.1.7. Housekeeping.

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

- 5.9.3.1. They must agree to participate as part of the sailing crew (i.e., during Phase O).
- 5.9.3.2. 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.
- 5.9.3.3. 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.
- 5.9.3.4. 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.

5.9.4. 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.

5.9.5. ROS Overtime:

- 5.9.5.1. 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 COR/COTR.

5.9.5.1.1. The Ship Manager shall provide a memorandum to the COR/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 COR/COTR will consider overtime and advise whether or not it is approved. A follow up email report shall be provided to the COR/COTR stating what was actually incurred. Overtime shall not be included in the normal performance of M&R in the vessel's PMP.

- 5.9.5.1.2. 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.
- 5.9.5.2. 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.
- 5.9.6. Period of Performance: Advise ROS crewmembers that they do not have a commitment of guaranteed employment during the performance period of the contract.
- 5.9.7. ROS Roster: Maintain and keep current, the ROS crew employment lists. Include: Name (Last, First, Middle Initial), rating and phone for recall.
- 5.9.8. 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."
- 5.9.8.1. 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.
- 5.9.8.2. 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 COR/COTR, the Ship Manager shall obtain a temporary replacement. Upon request of the COR/COTR, the Ship Manager shall provide an estimate of replacement costs including transportation and fully burdened wages.

- 5.9.8.3. 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.
- 5.9.8.4. Utilization of leave is between the mariner and his/her employer the Ship Manager.
- 5.9.8.5. ROS Leave from previous Ship Manager Contracts. No ROS sick leave or ROS vacation leave will be permitted to transfer to these Ship Manager contracts and payment for unused leave from a prior contract will not be reimbursed.
- 5.9.8.6. 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.
  - 5.9.8.6.1. 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). The vacation benefit may be paid into a union vacation benefit fund, which allows the benefit to follow the seaman wherever he is employed. If the benefit is not paid into such a union fund and the Ship Manager's union agreement requires payment for vacation not taken when a seaman's employment ends, such payment is the sole responsibility of the Ship Manager under the fixed price portion of the contract and is not recoverable as a reimbursable cost.
- 5.9.9. 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.
- 5.9.10. ROS Per Diem. The Ship Manager provides a ROS crew including any and all relief personnel to the Maritime Administration under a fixed price CLIN.
- 5.9.11. Transportation: Transportation shall not be reimbursed if an ROS crewmember elects to terminate his/her employment.

- 5.9.12. 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.
- 5.9.12.1. 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.
- 5.9.12.2. The Maritime Administration permits, but does not require, ROS crewmembers to live onboard vessel. 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.
- 5.9.13. ROS Telephone Service: Three (3) phone lines are made available by the layberth operator for ROS vessels. Service over these three phone lines is to be included in the Ship Manager's fixed price. Any additional phone lines 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 and re-connection of three (3) telephone lines are reimbursable. ROS telephones are to be used for official business only.
- 5.9.14. 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.
- 5.10. FOS Crew
- 5.10.1. Crew Composition: Modify FOS manning levels to reflect any unique mission requirements per the direction of MARAD.
- 5.10.2. Provide to the RRF Business Manager and the COR/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 COR/COTR during activation of any intention to "fleet up" the ROS Chief Mate to Master during operations.
- 5.10.4. GMDSS Operation: Ensure that a minimum of two (2) licensed deck officers possess a current "STCW GMDSS endorsement". The dedicated communications officer may be a licensed deck officer, radio officer or radio electronics officer.
- 5.10.5. Crew Shortages: Report crew shortages in accordance with 46 U.S.C. 8103 and USCG Navigation Circulars (USCG NVIC No. 1-86 Part G.) Provide copy of USCG Form CG729 (report on Crew Shortage) to the Division Operations Center and MCC.
- 5.10.6. Articles. Implementation of foreign articles for Phase O crew in accordance with 46 CFR Part 14, and USCG NVIC No. 1-86.
- 5.10.7. Orientation: In addition to the requirement contained in Section C5.6.4.1, provide orientation to the joining crew members 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. This orientation shall be performed within the first fourteen (14) days of employment and is not required prior to Ready for Sea (RFS).

- 5.10.8. Plans and Procedures for FOS Crewing: Develop policy, plans and procedures for FOS crewmembers that contain the following, as applicable:
- 5.10.8.1. Ship Managers are required to stagger FOS crew rotations on an extended voyage (180 days or more of unbroken service). 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:
    - 5.10.8.1.1. There shall be at least 30 days between the rotation of the Master and Chief Mate;
    - 5.10.8.1.2. There shall be at least 30 days between the rotation of the Chief Engineer and 1st Assistant Engineer; and
    - 5.10.8.1.3. Not more than half of the officers or crew shall rotate at one time within the deck, engine or stewards departments.
  - 5.10.8.2. The Ship Manager shall advise the Maritime Administration (Divisional Operations Center and MCC) whether it recommends an overlap of any crewmember prior to relief. It is the Government's option to approve/disapprove overlaps.
  - 5.10.8.3. 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 vessel to satellite personal communications devices (cell phones) must check with Master to determine if communications are restricted due to vessel's location or mission.
  - 5.10.8.4. RRF vessels do not carry spouses, dependents, friends or guests of either the crew or DOT/DOD personnel. In special circumstances, the Maritime Administration may waive this requirement for specific events.
  - 5.10.8.5. 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.
  - 5.10.8.6. Crewmembers shall bring an adequate supply of personal prescription medicines for intended voyage plus reserve with copy of medical prescription.
  - 5.10.8.7. Crewmembers shall bring customized personal protective equipment such as glasses/shoes.
  - 5.10.8.8. 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.

- 5.10.8.9. When docked at a military facility: crewmembers are subject to base regulations including detainment/arrest for violations.
- 5.10.8.10. If the crew is to be restricted to the vessel, 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 vessel was not restricted but that launch service was not available.
- 5.10.8.11. 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.
- 5.10.9. 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.
- 5.10.9.1. Exclusion zone premiums - If additional premiums 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 Vessel Ops Ctr (Divisional Operations Center and MCC) 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.
- 5.10.10. 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, advise FOS crews that such determinations usually take considerable time, however if authorized, payment will be forthcoming. 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

- 5.11.1.1. Although the Ship Manager is responsible for all phases, the vessel's Master executes special responsibilities on behalf of the Ship Manager when a vessel is operating.
- 5.11.1.2. Maintain signed copies of instructions to the Master which shall include the following:
  - 5.11.1.2.1. The Master shall have and exercise full control, responsibility, and authority with respect to the crew, embarked personnel including the vessel's force protection teams, navigation, and management of the vessel during Operations. Nothing shall relieve Masters from their responsibility for safe navigation and vessel handling, except Panama Canal Pilotage.
- 5.11.1.3. 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 vessel'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.
- 5.11.1.4. 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 Customs duty regulations. Masters shall take every reasonable precaution onboard vessel including, but not limited to, the following:
  - 5.11.1.4.1. Prohibiting merchants from conducting sales of any nature onboard vessel.
  - 5.11.1.4.2. Inspecting packages brought onboard in foreign ports.
  - 5.11.1.4.3. Posting appropriate regulations in conspicuous locations.
  - 5.11.1.4.4. Conducting periodic surprise searches throughout the vessel, especially after leaving a foreign port. Upon discovery or suspicion of narcotics abuse or marijuana use onboard vessel, a message shall be sent to the COR/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.
- 5.11.1.5. Overtime. As the Ship Manager's representative, the Master shall 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.

- 5.11.1.6. Safety for Non-vessel's crew. Vessel Masters shall enforce protective equipment on all stevedores including military personnel. Additionally, any personnel on the vessel or lighters made fast to the vessel are subject to the vessel's safety requirements. If objections arise from military personnel, contact the senior military officer and COR/COTR.
- 5.12. Force Protection/Security Teams in Phase O. Masters shall record the names, rank, and unit of force protection personnel per voyage and Ship Managers shall retain this information for potential litigation support.

## C.6 BUSINESS MANAGEMENT

Comply with government and company business policies, procedures and practices.

## 6. 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 Vessel 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 vessel)
  - Ship Manager developed Commercial Procurement Procedures
  - Ship Manager developed PMP Phase M
  - Ship Manager developed PMP 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, vessel'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 NS5
    - Engineering Operating Manuals (per vessel)
    - Deck Operating Manuals (per vessel)
    - 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. Business Plan Development

6.4.1. The Ship Manager shall develop a Budget Year and Budget Year + 1, Business Plan for each vessel that is to be accomplished the following fiscal year. The Business Plans shall encompass all known facets of the budget, scheduling, maintenance, repair, repair parts replenishment, training, regulatory compliance, and operation (if planned, i.e. – a scheduled exercise) of the vessel. The Business Plans shall identify all estimated resources and scheduling for successful execution. The Business Plan shall be developed in accordance with the Business Plan Protocol (TE-3). Demonstrate adequate risk management of the business plan performance/cost/schedule/readiness etc. The Ship Manager shall submit an Initial Business Plan, a Final Business Plan and an Approved Baseline Business Plan (ABBP) for each assigned vessel in accordance with the SOMO planning guidance and Business Plan Protocol.

6.4.2. On or about March 01 of each year, MARAD will issue planning guidance inclusive of budget targets. The Ship Manager shall adjust their business plan to comply with the guidance. The Ship Manager shall submit their vessel specific business plans through NS5. Initial submission is due mid April. Target budget amounts have been established by vessel for maintenance, extended service life (ESL), Fixed Fees, and Security (if applicable). These targets are a benchmark for BP development based on anticipated resource availability. If, in the manager's opinion, additional funding is warranted, an over target request should be submitted including proper justification (e.g., in terms of vessel material condition, safety, readiness, environmental protection). The Ship Manager will be expected to conduct a presentation of their vessel specific business plan(s) to the COR/COTR and other MARAD staff prior to the final submission. MARAD will review the initial business plan and provide comments for incorporation into the final business plan. The Final Business Plan submission is due 01 July.

6.4.3. Report requirements identified after July 1 and required in the following fiscal year to the COR/COTR for evaluation and consideration for inclusion in the Budget Year Business Plan.

6.4.4. Pursuant to assessment of available resources, evaluation of priorities, and appraisal of fleet wide readiness, MARAD will provide the Ship Manager with an Approved Business Plan for each vessel by mid September. The Approved Business Plan may have requested items deferred or schedules adjusted. If the Ship Manager determines any MARAD directed change to the business plan may result with unacceptable risk to vessel readiness or his performance of the contract, the Ship Manager shall submit in writing his concerns to the COR/COTR within 5 business days of receipt of the Approved Business Plan.

**6.5. Business Plan Execution and Update**

6.5.1. Commencing on October 1 of each year the approved budget year business plan (ABBP) becomes the Current Year Business Plan. Upon issuance of the associated Task Orders, the Ship Manager shall execute the Current Year Business Plan (for items specified on the task order) for each assigned vessel. Maintain all data in NS5 for each work item (planned, in progress, and completed); method to complete; obligated and actual costs; and other supporting data elements as required by the system.

6.5.2. 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, funding limitations, changes to readiness level, shipyard availability, unforeseen and unanticipated repairs, implement upgrades or change outs, etc.

6.5.2.1. Notify the COR/COTR as soon as possible of 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.

6.5.2.2. Notify the COR/COTR in the event a change is required in the Business Plan per the business plan protocol. Recommend an appropriate course of action and identify all impacts to the balance of the Business Plan (including out years, if necessary). Make all necessary modifications to NS5 to reflect the changes.

6.5.2.3. Revise business plans and maintenance methodology and ROS crew makeup, if required, by changes in layberth arrangement and/or readiness status. Associated costs will be reimbursable as listed in Attachment J-9.

6.5.2.4. Review of the current year business plan execution will be conducted quarterly at a minimum. The ABBP shall be updated to reflect progress and changes (i.e., deferred items, emergent items). A narrative is not required for business plan updates.

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

**6.6. IT Requirements**

6.6.1. The Maritime Administration IT Interface: Provide ISP for vessels while in ROS. Ensure Ship Manager IT is compliant with the Maritime Administration IT system. The Maritime Administration IT system is provided in the Tech Library under MISC. The Maritime Administration will provide the following software programs and appropriate training:

CARGOMAX  
NS5

6.6.2. ABS Nautical Systems version 5 (NS5) software will be provided as the primary software application within the Ready Reserve Force Management System (RMS). RMS consists of a customized Nautical Systems 5 (NS5) software package, business protocols, database reporting and other tools/utilities designed to support operational requirements of the RRF, Reserve Fleets, training vessels, and special mission vessels. The program also manages the shipboard computer infrastructure

and related communications and encompasses support for the development of PMPs. This is a fixed price item. The major MARAD business processes functions currently supported by NS5 are:

- 6.6.2.1. Budget planning and budget execution
- 6.6.2.2. Requisitioning of services and materials
- 6.6.2.3. Spare parts, technical manuals, and drawings inventory management
- 6.6.2.4. Maintenance planning, tracking and history
- 6.6.2.5. Financial and purchasing tracking
- 6.6.2.6. Interfaces (manual or automatic) with Ship Manager and MARAD accounting and purchasing systems.
- 6.6.2.7. Major Project administration via use of the Drydock Module. This module allows for the creation of major repair or drydock packages and the administration of the contracts (allowing for tracking of condition reports, change orders, as such).
- 6.6.2.8. Analysis of NS5 data via use of the RMS Custom Reporting Tool (RCR), which is external to NS5.
- 6.6.2.9. Ongoing major initiatives within the program include:

The Maritime Administration has transferred all legacy systems and provided training in the use of NS5. Enter accurate and timely data into NS5 as required. The Maritime Administration's software license comes with the following mandatory modules which the SM will use:

- Maintenance and Purchasing
- Drydock
- General Data (as required)
- Interface Manager
- Replication Manager
- System Administration
- Hull Inspection Maintenance Program (FSS only)
- My Tasks

Ship Manager must use the Maintenance and Purchasing module to enter cost data and vendor data. Further use of this module for purchasing is at the optional discretion of the Ship Manager.

- 6.6.2.9.1. Ship Manager Responsibilities towards RMS: 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. The Ship Manager shall use the system to identify new work and procurements required through the utilization of the system's "Work Order". Each work order entry shall include: Title; Priority (4 level); Category using MARAD Account Codes (Sea Trials/Docktrials, PM Regulatory Fees & Support, Supplemental/Emergent Repairs, Repairs, Drydock, Approved Improvements/Replacements, Vessel Support, and others); 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 Shore Base Spares database).

6.6.2.9.1.1. 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).

6.6.2.9.1.2. 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.

6.6.2.9.1.3. All spare parts data will be entered into NS5. The Ship Manager shall record usage and perform inventory management in accordance with the RRF Logistics Management Manual.

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

6.6.2.10. Attend the Maritime Administration NS5-related user training as directed.

6.6.2.11. Computer requirement. Ship Managers shall provide NS5 servers and workstations for shorebased use, and for use of their port engineering team(s). MARAD will provide a recommended list of hardware and software specifications for these servers/computers based on current DOT and ABS guidelines for NS5.

Ship Managers shall provide Microsoft Office 2010 Professional Edition and provide the capability to attach, transmit, and receive email. In addition, a commercial anti-virus program shall be installed and maintained on each server/workstation.

The Maritime Administration will provide a server and workstations for RRF vessels which meet the current NS5 hardware/software requirements recommended by ABS. Additional workstations to meet Ship Manager shipboard business requirements external to NS5 may be obtained via submission of a request with associated justification to the RMS Project Office.

6.6.3. Reporting and Analysis Support: Provide IT 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 using the Electronic Subcontracting Reporting Systems (eSRS)

- 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.
  - 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.
  - 6.7.2.3. Permit the Maritime Administration employees (ACO or COR/COTR) to accompany third party auditors during their inspections.
- 6.8. 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

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 timely procedures, processes and systems to ensure accurate and timely management of expenditures and obligations.
- 7.2.2. Ensure submission of monthly 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

8.1. 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.

8.2. The Government will provide:

- Vessels and all appurtenances and ancillary equipment
- Shipboard computer hardware/software for CARGOMAX and NS5
- Shipboard computers to support other Ship Manager business processes, as required
- Licensing for ABS NS5...this is implicit in providing the computer software.
- NS5 User Accounts
- 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.
- Onboard Fuel Oil, Lube Oils and other fluids as well as onboard spares.

8.3. Maintenance Documentation

- Existing PMPs per vessel
- 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
- List of Outstanding Deficiencies per vessel - at turnover meeting
- Current status of regulatory body documentation (certifications/inspections) at turnover meeting
- RSTARS (web access password)
- SAFENET Access (at turnover meeting)

8.4. Logistics, Activation, Operations, and Deactivation

- NS5 software
- Accountable Property, spare parts, technical manual and vessel's drawing databases
- Shore Base Spare (SBS) Database (Every 6 Months) posted to RRF Ship Manager E-Room

8.4.1. Standard Yellow Administrative Filing Cabinet (onboard vessels): 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.

8.4.1.1. Index of Administrative Documents

8.4.1.2. Blue Book of Vessel Regulatory Certificates

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

- 8.4.1.4. Vessel's Trim and Stability Booklet
- 8.4.1.5. Military Sealift Command's Communications Policies and Procedures Manual (See MSC Disc 1/5, COMSC Instruction 2000.2 CH-1)
- 8.4.1.6. Military Sealift Command's Standard Operating Manual (See MSC Disc 1/5, COMSC Instruction 3121.9A CH-2)
- 8.4.1.7. 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)
- 8.4.1.8. RRF Logistics Management Manual (TE-5)
- 8.4.1.9. Ship Manager Activation Plan
- 8.4.1.10. Ship Manager Operations Plan
- 8.4.1.11. Ship Manager Deactivation/Lay-up Plan
- 8.4.1.12. NS-5 Documentation (including both ABS and MARAD guidance) - See User Guides on provided CD-ROM or RMS E-Room.
- 8.4.1.13. CBRD Reference Materials
- 8.4.1.14. RRF Videos and CD's
  - 8.4.1.14.1. SOPEP/NTVRP, CD see Volume 3
  - 8.4.1.14.2. MARAD Safety Awareness (one CD)
    - 8.4.1.14.2.1. Shipboard Drug and Alcohol Testing Program
    - 8.4.1.14.2.2. Back Care for Maritime Industry (presently on FSS only)
  - 8.4.1.14.3. Medical Emergency CD (one CD)
    - 8.4.1.14.3.1. An Elephant on the Chest - Treatment of Angina
    - 8.4.1.14.3.2. Green with Envy - Treatment of Seasickness
    - 8.4.1.14.3.3. Don't Get Choked Up - Treatment of Choking
    - 8.4.1.14.3.4. The Eyes Have It - Treatment of Contaminated Eyes
    - 8.4.1.14.3.5. Use Your Head - Treatment of Head Injury Don't Be a Fall Guy - Treatment of Severe Trauma
    - 8.4.1.14.3.6. Be Prepared - Treatment of Seizure
    - 8.4.1.14.3.7. One Hand for the Vessel - Treatment of Amputation
    - 8.4.1.14.3.8. A Shock to the Heart - Treatment of Heart Attack
    - 8.4.1.14.3.9. Cooking Up Trouble - Treatment of Burns
  - 8.4.1.14.4. Bunkering Video (1) and Bunkering Checklist Sheet
  - 8.4.1.14.5. MSC CD's - New Editions Released Quarterly:
    - 8.4.1.14.5.1. Disc 1/5 - Shipboard Directives/COMSC Instructions, Notices & Forms - List #2 & #5

- 8.4.1.14.5.2. Disc 2/5 - ALMSCS/ALMSCFOXTROTS, INMARSAT & Outfitting Allowance of Other Naval Publications - List #1 (A-N)
- 8.4.1.14.5.3. Disc 3/5 - Outfitting Allowance of Other Naval Pubs & Zips for Vessels - List #1 (N-Z)
- 8.4.1.14.5.4. Disc 4/5 - Other Naval Instructions & Antiterrorism Commander's Guide - List #4
- 8.4.1.14.5.5. Disc 5/5 - Miscellaneous Publications - Lists #3 & #4
- 8.4.1.14.6. NS-5 System User Guides CD
  - 8.4.1.14.6.1. Marine Fire Prevention, Fire-fighting, and Fire Safety (book)
  - 8.4.1.14.6.2. The Vessel's Medicine Chest and Medical Aid at Sea (book)
  - 8.4.1.14.6.3. ISM Safety Management Plan (placed onboard by Ship Manager company)

**8.5. Safety, Environmental, and Security**

- 8.5.1. Personal protective equipment listed in TE-1 Section 18
- 8.5.2. Safety posters (at various times throughout contract performance period)
- 8.5.3. SOPEP/VRP as required per vessel
- 8.5.4. USCG approved ISPS Security Plan (one per vessel)

**8.6. Business Management**

- 8.6.1. 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.
- 8.6.2. NS5 Software
- 8.6.3. Management Systems Consulting Dataset Extraction Tool

**C.9 SUPPORT NON-CORE RRF FUNCTIONS**

The Maritime Administration makes vessels available to support 3rd party training and domestic emergency response.

[Note: intent is to add SAFSTOR and other Non-core RRF Functions]

- 9.1. Support of 3rd Party Training on MARAD Vessels. When directed, provide qualified ROS or FOS crew members to support the training of 3rd party organizations.
  - 9.1.1. 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 COR/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.
  - 9.1.2. The Ship Manager shall document damage caused by the 3rd party organizations and notify Divisional Operations Center and MCC and record and correct deficiencies in accordance with standard maintenance procedures. Deficiency correction is a reimbursable item.
- 9.2. 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 Vessel 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.
- 9.3. 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.

**C.10 Performance Requirements Summary.** Contractor performance objectives are summarized in the following table. Additional performance requirements are included in the Quality Assurance Surveillance Plan (QASP).

<b>PERFORMANCE ELEMENT</b>	<b>PERFORMANCE REQUIREMENT</b>	<b>SURVEILLANCE METHOD</b>	<b>ACCEPTABLE QUALITY LEVEL</b>	<b>INCENTIVES/ DISINCENTIVES</b>
Personnel	Qualified staff provided within the timeframes specified in the task orders.	Verification by the COR	> 95% of the task order start dates are met by staff qualified to meet the specified task objectives.	Past performance will be considered in determining best value for future awards.
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS and task orders.	Verification by the COR	> 95% of deliverables submitted timely and without rework required.	Past performance will be considered in determining best value for future awards.
Overall Contract	Overall contract	Assessment by the	All performance	Past performance

**SECTION C  
PERFORMANCE WORK  
STATEMENT**

**C.9 SUPPORT NON-CORE RRF  
FUNCTIONS**

**BASE AWARD**

Performance	performance of sufficient quality to earn a Satisfactory (or higher) rating in the QASP.	COR	elements rated Satisfactory (or higher).	will be considered in determining best value for future awards.
Invoices	Invoices submitted monthly in accordance with contract procedures are timely and accurate.	Review and acceptance of the invoice	100% of the invoices are timely and accurate.	Past performance will be considered in determining best value for future awards.

[END OF SECTION C]

Reserved

**SECTION E -- INSPECTION AND ACCEPTANCE**

**E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEB 1998**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this URL:

<https://www.acquisition.gov/comp/far/current/html/FARTOCP52.html>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
<b>52.246-02</b>	Inspection of Supplies—Fixed Price	<b>Aug-96</b>
<b>52.246-03</b>	Inspection of Supplies Cost-Reimbursement	<b>May-01</b>
<b>52.246-04</b>	Inspection of Services- Fixed Price	<b>Aug-96</b>
<b>52.246-05</b>	Inspection of Services Cost-Reimbursement	<b>Apr-84</b>
<b>52.246-16</b>	Responsibility for Supplies	<b>Apr-84</b>

**E.2 MCL.E-1 Delegation of Inspection and Acceptance AUG 2005**

The Contracting Officer's Technical Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

**E.3 FINAL ACCEPTANCE**

The Government's final acceptance of services provided under this contract shall be made only upon certification of the Final Invoice as defined in the invoicing provisions contained in Section G. Such certification shall be made by the ACO.

**E.4 INSPECTION AND ACCEPTANCE DUTIES FOR REIMBURSABLE ITEMS**

The Ship Manager is responsible for inspection and acceptance of reimbursable items that the Ship Manager is authorized to procure. Each reimbursable invoice shall be submitted for payment in accordance with the instructions provided in Section G.

**E.5 PERFORMANCE QUALITY CONTROL-BOTH PHASES**

Ship Manager performance shall be evaluated by the ACO throughout the life of the contract. Vessel management services which do not meet the minimum quality standards specified in the QASP, TE-2, and elsewhere in this contract, may be subject to deductions or other remedies. These remedies may include but are not limited to the following:

- a. Re-performance by the Ship Manager, as directed by the ACO
- b. Re-performance by the government, with re-performance costs charged to the Ship Manager.
- c. Reduction in per diem
- d. Partial Termination for default
- e. Termination for default

The foregoing shall not be construed as a waiver or modification of any rights available to the Government under FAR 52.246-2 or 52.246-4, as incorporated in Section E; nor of any other right or remedy available to the government.

The ACO, with the assistance of the COR/COTR shall prepare a semi-annual Ship Manager performance evaluation. A copy of this evaluation shall be forwarded to the Ship Manager for

review and comment. The Ship Manager shall have thirty (30) days to submit written comments, rebutting statements, or additional information to the ACO.

#### **E.6 QUALITY ASSURANCE SURVEYS AND INSPECTIONS**

The Government or persons authorized by the Government shall have the right to inspect, and survey the vessels at any time and at any location, in order to ascertain their material condition, as deemed necessary and appropriate by the Government.

To the extent accommodation aboard the vessel and USCG Certification will permit, the Government shall have the right of assigning personnel aboard the vessel to observe or inspect the performance under the contract.

If, in the opinion of the authorized representative of the Government, deficiencies exist in the material condition or appearance of a vessel resulting from lack of timely or adequate maintenance and repair, or other failure to perform obligations set forth in this contract, a deficiency report can be issued by the ACO. Corrections of deficiencies shall be performed at the Government's option in accordance with the provisions of FAR 52.246-4, Inspection of Services-Fixed Price, and provided in the provision at Section E.2, Performance Quality Control - Both Phases.

#### **E.7 THIRD PARTY AUDITS**

The Government reserves the right to attend third party audits of ISM and other quality assurance approaches. If the Government is unable to attend a third party audit, it shall be provided a copy of the analysis when it is published.

[END OF SECTION E]

**SECTION F -- DELIVERIES OR PERFORMANCE**

**F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEB 1998**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at URL address:

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
<b>52.211-08</b>	Time of Delivery	<b>Jun-97</b>
<b>52.242-15</b>	Stop-Work Order	<b>Aug-89</b>
<b>52.242-17</b>	Government Delay of Work	<b>Aug-84</b>

**F.2 CHANGES IN ASSIGNED VESSELS DURING CONTRACT PERFORMANCE PERIOD**

- a. The Government reserves the right to change the composition of a Vessel Group by substituting vessels between or within groups or by removing vessels from active RRF status, subject to equitable adjustment , in accordance with FAR 52.243-01 Changes - Fixed Price (Aug 1987) Alternate II, as incorporated in Section I. The contractor retains the right to reject the substitution of vessels to the contract.
- b. If the contractor chooses to accept the substitute vessels, the CO may request, and the contractor shall furnish, a cost proposal detailing the cost and schedule impacts (if any) of the changes and a request for equitable adjustment, should costs increase or decrease. A bilateral modification to this contract shall be executed to incorporate any changes to the number and names of vessels managed by the Ship Manager, and to incorporate any resultant changes to the contract price.
- c. If the contractor elects to not accept substitute vessels, the Government reserves the right to terminate the contract.

**F.3 CONDITION OF VESSELS AT TIME OF CONTRACT AWARD**

The vessels shall be, insofar as due diligence can make them so, seaworthy, tight, staunch and in every way suitable and adequately fitted, with all gear approved by regulatory bodies, and in all respects ready to receive and transport lawful cargo. Prior to contract award, the vessel shall be in class according to ABS and USCG Standards. Upon delivery of the vessel(s) to the Ship Manager, the vessel(s) shall be surveyed and inventory validated by the Ship Manager in accordance with TE-5 and witnessed by the Government to determine their condition and the type and amount of GFP onboard.

The vessel(s) of **Groups 28 and 29** may have some outstanding ABS or USCG requirements and known deficiencies at the time of NTP. The COR/COTR (via the ACO) will provide the Ship Manager with a list of such deficiencies. Correction of such deficiencies will be reimbursable at MARAD's direction.

**F.4 EFFECTIVE DATE OF AWARD AND PERFORMANCE PERIOD**

- a. The effective date of award is the date of the contract execution by the Procuring Contracting Officer (PCO).
- b. The total maximum period of performance under this contract, including options if any, shall not go beyond July 27, 2015 unless specifically authorized by contract modification

pursuant to FAR 52.217-08 Option To Extend Services (Nov 1999), as incorporated in Section I.

(1) Any voyage in progress at the end of the contract performance period shall be completed by the Ship Manager unless otherwise directed by MARAD.

(2) The performance of Phase-In/Phase Out services may be required beyond the scheduled termination date, in accordance with the clause entitled "Continuity of Services" (FAR 52.237-3) incorporated herein in Section I.

(3) During Phase In/Phase Out, the applicable per diem rate for Phase M for that vessel shall be in effect for the period beyond the expiration date.

**F.5 EMPLOYEE PERFORMANCE**

If the government has any reason to be dissatisfied with the performance and conduct of any person employed by the Ship Manager, the Ship Manager shall, upon receiving particulars of the complaints, investigate the matter and take immediate corrective action. The Ship Manager shall immediately notify the ACO of any corrective actions taken.

**F.6 ENGLISH LANGUAGE REQUIREMENT OF ON-SITE SUPERINTENDENT**

The Ship Manager's on-site personnel must be able to speak, read and write English for ease of communication with Government personnel.

**F.7 NOTICE TO PROCEED**

The Notice to Proceed (NTP), issued by the PCO, shall identify the date for the commencement of performance. Performance under this contract before that date shall be at the contractor's risk and shall not be reimbursed.

**F.8 NOTIFICATION OF PHASE STATUS**

- a. Following issuance of the NTP, the designated ACO shall authorize performance via task order stating the applicable Contract Line Item Number from Section B of the contract, and the start date and end date for the authorized/funded period of performance. In Phase M, the task order will indicate whether the vessel is in ROS-5 with crew, ROS-5 without crew, or RRF-10. In Phase O, there is only one status, Phase O - Operations.
- b. Subsequent changes in phase status shall be ordered by the ACO via task order or task order modification. No-notice activations are ordered verbally by the MARAD personnel listed in G.6.b and later confirmed via task order issued by the ACO. Upon designation or change in phase status, vessels are deemed to be in the designated phase status for the full 24-hour period beginning at 0000 hours on the designated start date.

**F.9 PERFORMANCE PERIOD BY VESSEL GROUP**

a. The period of performance for Vessel **Groups 28 and 29** will commence with a start date as designated in the NTP through July 27, 2015 as shown below.

Year 1 - Contract Award - 09/30/2012

Year 2 - 10/01/2012 - 09/30/2013

Year 3 - 10/01/2013 - 09/30/2014

Year 4 (10 Months) - 10/01/2014 - 07/27/2015

**F.10 PLACE AND METHOD OF DELIVERY OF CONTRACT LINE ITEMS BY THE SHIP MANAGER**

- a. Delivery of services and supplies shall be made F.O.B. Destination as defined in FAR 52.247-34 F. O. B Destination (Nov 1991)
- b. All documentation and data required by OPCON during Phase O shall be delivered to the COMSC and a copy shall be sent to the cognizant COR/COTR. If Phase O is under MARAD OPCON, not MSC, send reports to the appropriate COR/COTR only.
- c. Except where otherwise directed in the contract, all documentation and data, (other than (b) above), shall be delivered to the ACO, who shall be designated in Section G of the contract upon award.
- d. Deliverables are the services and data required by this contract, and are listed separately in Attachment J-4.
- e. The following addresses shall be used as the delivery locations for the items required in the contract.

ACO = Administrative Contracting Officer as named in the contract award.

COR/COTR = Contracting Officer's Technical Representative as named in the contract award.

PCO = Procuring Contracting Officer as indicated in block #27 of the SF33 (Contract Award)

Maritime Administration  
Chief, Division of Accounting Operations, MAR-330  
1200 New Jersey Ave, SE MD#5  
Washington, DC 20590-00001

Maritime Administration  
Office of Acquisition  
Team Leader, Ship Manager Team, MAR-380  
1200 New Jersey Ave, SE MD#5  
Washington, DC 20590-00001

Maritime Administration  
Chief, Division of Marine Insurance, MAR-712  
1200 New Jersey Ave, SE MD#2  
Washington, DC 20590-00001

Maritime Administration  
Director, Office of Financial Approvals and Marine Insurance, MAR-710  
1200 New Jersey Ave, SE MD#2  
Washington, DC 20590-00001

Maritime Administration  
Director, Office of Ship Operations  
MAR-610, MAR-610.1, 610.3  
1200 New Jersey Av, SE MD#1  
Washington, DC 20590-00001

Maritime Administration  
Division of Ship Maintenance and Repair, MAR-611,  
1200 New Jersey Av, SE MD#1  
Washington, DC 20590-00001

Maritime Administration  
Division of Sealift Operations, MAR-612  
1200 New Jersey Av, SE MD#1  
Washington, DC 20590-00001

Maritime Administration  
Division of Logistics Support, MAR-614,  
1200 New Jersey Av, SE MD#1  
Washington, DC 20590-00001

MSC Commander, Military Sealift Command  
Code PM5  
Washington, DC 20390-5100

Maritime Administration  
Division of Atlantic Operations, MAR-615  
7737 Hampton Boulevard  
BLDG 19, Suite 300  
Norfolk, Virginia 23505  
TEL: 757-322-5800  
FAX: 757-322-5857

Maritime Administration  
Division of Gulf Operations, MAR-616  
Hale Boggs Federal Building  
500 Poydras Street, Suite 1223  
New Orleans, LA 70130-3394  
TEL: 504-589-6565  
FAX: 504-589-6593

Maritime Administration  
Division of Pacific Operations, MAR-617  
201 Mission Street, Room 1800  
San Francisco, CA 94105-1905  
TEL: 415-744-2562  
FAX: 415-744-2591

#### F.11 PLACE OF DELIVERY BY THE GOVERNMENT

The Government will deliver custody of the vessel(s) and all GFP to the Ship Manager at the locations specified in TE-4 unless a vessel has been activated for operation.

#### F.12 REDELIVERY OF VESSELS

- a. The vessels shall be redelivered to the Government in the same good order and condition, including any enhancements or improvements, as when delivered hereunder except for ordinary wear and tear, other documented legitimate usage and ordinary depreciation, at a port designated by the Government.
- b. In accordance with Section C, the vessels shall be surveyed and inventoried by the Ship Manager and verified by the Government to determine their condition and the type of GFP on board, at no additional cost to the Government. Unless an exception is authorized by the ACO in writing, the Ship Manager shall be required to return all the Government furnished outfitting, tackle, apparel, supplies, stores, equipment and furnishing or shall be required to replace or reimburse the Government for such items in kind, reasonable wear and tear excepted in accordance with FAR 52.245-2 Government Property Installation Operation Services (Aug 2010) as incorporated in Section I. .

- c. A vessel shall be deemed redelivered for the purpose of the contract (i) at such time when the Government accepts physical custody of the vessel from the Ship Manager; or (ii) if lost, at noon of the day when last heard from; or (iii) from the time and when the vessel is declared a Constructive Total Loss (meaning that the situation where a loss is inferred or a loss where the cost of repair is not economic) by the ACO.
- d. In the event the contract period expires or the Government provides notice of its intent to cancel or terminate this contract in whole or in part as provided in any provision of this contract, the Ship Manager shall continue to perform and shall exercise due diligence to preserve the vessel and all equipment until redelivery to the Government, and shall cooperate fully in the transfer of functions, possessions, and control of the vessel to either the Government or the subsequent vessel operator.
- e. The Ship Manager shall cooperate in the transfer of all records, logs or other materials pertaining to the navigation and operation of the vessel either to the Government or the subsequent vessel operator. The spare parts, outfitting, technical information, maintenance manuals, drawings and other supplies and materials in the Ship Manager's possession which have been produced or acquired for the performance of this contract shall be provided to the Government or the subsequent vessel operator.

#### **F.13 REPAIR PERIODS DURING OPERATIONS**

- a. During Phase O, the Ship Manager may, at the Government's option, be placed in a repair period to undergo reimbursable repairs or alterations.
- b. During such repair periods, the Government shall determine the number of crew members to be retained onboard for the repair period.
- c. The Ship Manager shall arrange for changes in wages, to correspond to ROS status, if directed by MARAD, and for crew transportation. (In Phase O crew wages and transportation are reimbursable-see Attachment J-9.)

#### **F.14 STANDARDS OF EMPLOYEE CONDUCT**

The Ship Manager shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking necessary disciplinary action with respect to its employees.

#### **F.15 SUPERVISION**

The Ship Manager shall provide at all times, the quantity and quality of supervision necessary for the effective and efficient management of the operation. All supervisors shall have an intimate knowledge of the various tasks, equipment and materials required, to be able to properly train and direct the workers in their individual tasks and to maintain and control an effective operation. If multiple awards are made to one Ship Manager, supervision shall be adequate to fulfill this requirement on each contract.

[END OF SECTION F]

**SECTION G -- CONTRACT ADMINISTRATION DATA**

**G.1 GOVERNMENT FORMS**

Government forms may be obtained from the following:

<http://www.gsa.gov/portal/forms/type/TOP>

**G.2 TYPE OF CONTRACT**

- a. This is a hybrid Firm-Fixed-Price (FFP)/Cost Reimbursable (CR) service contract with priced options subject to the Service Contract Act (SCA), and Fair Labor Standard Act (FLSA).
- b. All items listed in Section B shall be Firm-Fixed-Priced except for those items identified as cost reimbursable items and identified options. (see also Attachment J-9, Reimbursables)
- c. This is a multiple year contract. It is anticipated that the services to be performed hereunder will be incrementally funded for each performance period. Performance periods beyond year 1 will be subject to availability of funds.
- d. Reimbursable items are defined in Attachment J-9. They are compensated at cost; no overhead, materials handling costs, G&A, or profit may be added to these items, regardless of their cumulative effect.
- e. Adjustments to Per Diem Rates: There shall be no adjustments for per diem in Phase M in Section B for the full performance period, as all escalations are to be included in the firm fixed price. Offerors shall include wages and fringe benefits which cannot be less than the predecessor contractors' CBA/MOUs as identified in DOL issued wage determinations.

**G.3 DIRECTIONS BY GOVERNMENT PERSONNEL**

- a. Except as specified in paragraph b. below, no order, statement, or conduct of government personnel who visit the Ship Manager's facilities or in any other manner communicate with Ship Manager personnel during the performance of this contract shall constitute a change under the "changes" clause of this contract.
- b. The Ship Manager shall not comply with any order, direction or request of Government personnel that it considers to be outside the scope of the contract, unless issued in writing and signed by the PCO or ACO, or as otherwise directed by this contract.

**G.4 CONTRACTING OFFICER'S REPRESENTATIVE / CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR/COTR)**

- a. The PCO/ACO may designate Government personnel to act as the COR/COTR to perform functions under the contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The CO will provide a written notice of such designation to the Contractor after contract award and before NTP. The designation letter shall set forth the authorities and limitations of the COR/COTR under the contract. The PCO will designate the Chief, Division of Vessel Maintenance and Repair as a HQ COR/COTR on all contracts. Ship Managers shall attempt to reach the Maritime Administration COR/COTR/ACOR/COTRs BEFORE contacting MAR-611.
- b. The PCO/ACO cannot authorize the COR/COTR, or any other representative, to sign documents (i.e. contracts, contract modifications, etc.) that require the signature of a CO.

- c. The COR/COTR may request the appointment of Assistant Contracting Officer Technical Representatives (ACOR/COTRs) by the ACO. Such written requests shall be made to the respective ACOs, or in the case of headquarters personnel, to the PCO. ACOR/COTRs shall be appointed in writing by the PCO/ACO, and a copy of this appointment letter provided to each affected Ship Manager. The appointment letter shall specify the name, inclusive dates, and specific limits to the authority of that person appointed.

**G.5 DUTIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE / CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR/COTR)**

- a. The COR/COTR is responsible for monitoring the assigned technical aspects of the contract and acts as the technical liaison with the Ship Manager. The COR/COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as specified in their assignment letter. In the event of emergency situations, which threaten the safety of life, limb or property, the Ship Manager shall immediately take all necessary actions; to include expenditure of such funds as may be necessary to preclude such dangers. The Ship Manager shall notify the Maritime Administration ACO and COR/COTR of any such emergency expenditure as soon as possible. A proper TO will be issued at the earliest opportunity practicable.
- b. Except as stated elsewhere, the COR/COTR is not authorized to make any commitments or otherwise obligate the Government for any changes, which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the ACO directly or through the respective Maritime Administration COR/COTR. No such changes shall be made without the prior authorization of the PCO.
- c. The COR/COTR may be changed by the Government at any time, and notification of the change shall be provided in writing to the contractor by the ACO or PCO for headquarters personnel.

**G.6 DESIGNATION OF GOVERNMENT PERSONNEL**

- a. The PCO for this contract is:

Ms. Melinda Simmons-Healy  
Office of Acquisition, (MAR 380)  
7737 Hampton Blvd., Bldg. 19, Suite 300  
Norfolk, VA 23505  
Phone: 757.322.5819  
Cell: 757.268.6932  
FAX: 757.322.5858  
Email: Melinda.Simmons-Healy@dot.gov

- b. The Chief of the Contracting Office (COCO) for all Divisional Administrative Contracting Offices is:

Ms. Melinda Simmons-Healy  
Office of Acquisition, (MAR 380)  
7737 Hampton Blvd., Bldg. 19, Suite 300  
Norfolk, VA 23505  
Phone: 757.322.5819  
Cell: 757.268.6932  
FAX: 757.322.5858  
Email: Melinda.Simmons-Healy@dot.gov

- c. Maritime Administration personnel responsible for informing Ship Managers of alert notifications and providing activation authorization are:

**MARAD HEADQUARTERS**

Mr. William Cahill

MAR 610, Director, Office of Ship Operations  
Phone: 202.366.1875  
Cell: 202.309.4608  
FAX for HQ: 202.366.3954

Mr. Eugene Magee  
MAR 610.1, Deputy Director, Office of Ship Operations  
Phone: 202.366.5073  
Cell: 202.309-0392

Mr. Paul Gilmour  
MAR 611, Chief, Division of Maintenance and Repair  
Phone: 202.366.1882  
Cell: 202.309.4609

Mr. Russell Alan Krause  
MAR 612, Chief, Division of Sealift Operations  
Phone: 202.366.1031  
Cell phone: 202.309.9383

Mr. Mike Franklin  
MAR 612, Division of Sealift Operations  
Phone: 202.366.2628  
Cell: 202.309.0397

**DIVISION OF ATLANTIC OPERATIONS**

Mr. Jeffrey McMahon  
Vessel Operations & Maintenance Officer  
Phone: 757.322.5816  
Cell: 757.287.8471  
FAX: 757.322.5857

Mrs. Susan Barba  
Staff Shipping Representative  
Phone: 757.322.5802  
Cell: 757.268.7074

Mr. William Ingram  
Supervisory Marine Surveyor  
Phone: 757.322.5805  
Cell: 757.848.8400

Mr. Richard Goldthwaite  
Supervisory Marine Surveyor  
Phone: 757.322.5811  
Cell: 757.287.0471

**DIVISION OF GULF OPERATIONS**

Mr. Deepak Varshney  
Vessel Operations & Maintenance Officer  
Phone: 504.589.2000 x227  
Cell: 202.379.6968  
Fax: 409.833.9664

Mr. Kris Verma  
Staff Shipping Representative  
Phone: 409.833.9696 x26  
Cell: 409.284.1332

Mr. Robert Babin  
Supervisory Marine Surveyor, New Orleans, LA  
Phone: 504.589.2000 x226  
Cell: 504.218.6501

Mr. Billy Greer  
Supervisory Marine Surveyor, Beaumont, TX  
Phone: 409.833.9696 x27  
Cell: 409.284.1427

**DIVISION OF PACIFIC OPERATIONS**

Mr. Hank Ryan  
Vessel Operations & Maintenance Officer  
Phone: 415.744.2577  
Cell: 415.740.9886  
FAX: 415.744.2576

Mr. Simon Tao  
Staff Shipping Representative  
Phone: 415.744.2579  
Cell: 415.740.4230

Mr. Chuck Johnston  
Supervisory Marine Surveyor  
Phone: 415.744.2585  
Cell: 415.740.9885

Mr. Kevin Dwyer  
Supervisory Marine Surveyor  
Phone: 415.744.2588  
Cell: 415.740.4236

**d. Authorities**

- a. Director/Deputy Director of Acquisition (MAR-380) appoints the PCO.
- b. The PCO retains the authority to solicit, award and modify the basic terms and conditions of the contract. The PCO shall delegate, in writing, specific authorities to the ACO.
- c. Chief of Contracting Office (COCO) is delegated the authority to appoint qualified ACOs and may perform all the duties of ACO.
- d. ACO has the authority to appoint COR/COTRs and ACOR/COTRs.

### **G.7.1 THIRD PARTY TORT ACTIONS IN ADMIRALTY**

G.7.1.1 The Ship Manager is considered the agent of the United States within the meaning of the Suits in Admiralty Act (SIAA), the Public Vessels Act, and the Admiralty Extension Act for all third party tort actions in admiralty cognizable under the Jones Act, General Maritime Law, or the Clarification Act, inclusive of claims for maintenance and cure. Such actions include, but are not limited to, claims for death or injury to crew members or invitees, claims for maintenance and cure, claims for illness to crew members, and claims for property damage to third parties.

G.7.1.1.1 The Ship Manager is not an agent of the United States under the Contract Disputes Act and nothing contained herein shall be deemed to extend to the Ship Manager the status of "agent of the United States" under any laws relating to contracts. (see Section G.7.2) Neither is the Ship Manager an agent of the United States for non-admiralty actions, particularly employer/employee disputes. (see Section G.7.3)

G.7.1.2 Actions covered by G.7.1.1 must be brought exclusively against the United States. See the Suits in Admiralty Act (SIAA), 46 U.S.C. §30903, et seq., which makes the United States the exclusive defendant for all admiralty cases relating to the activities of its agents.

G.7.1.3 The United States will defend the Ship Manager in actions covered by Section G.7.1.1. Such defense will usually be provided through the United States Department of Justice. By entering into this contract, the Ship Manager hereby agrees to accept the representation of the United States in such legal proceedings. The United States will have the sole discretion to determine whether to settle such suits and the United States will control the conduct of the litigation.

G.7.1.3.1 The Ship Manager may, at its own expense, retain legal counsel to work with the United States in defending any claim or suit.

G.7.1.4 Except as set forth in Section G.7.4, Indemnification, the United States bears the sole financial risk for all actions covered by Section G.7.1.1, for which the RRF vessel, the United States, or the Ship Manager is liable provided the liability arose out of the Ship Manager's performance of this contract and the Ship Manager was acting within the scope of this contract.

### **G.7.2 SUBCONTRACTOR CONTRACT CLAIMS AND DISPUTES**

When the Ship Manager acquires products or services as a prime contractor from a subcontractor under the procedures set forth in Attachment J-2, the Ship Manager is not an agent of the United States. Under the Contract Disputes Act the subcontractor has no direct right to sue the United States or the Maritime Administration for claims and disputes arising under its contract with the Ship Manager since there is no privity of contract between such subcontractor and the Maritime Administration. Therefore, any contract disputes, claims or litigation between the Ship Manager and its subcontractor(s) shall be the responsibility of the Ship Manager consistent with Attachment J-2.

G.7.2.1 The Ship Manager shall comply with the provisions in Attachment J-2 to ensure subcontractor and their agents and employees are properly notified that

the vessel is a public vessel NOT subject to maritime liens. (see Attachment J-20)

### G.7.3 THIRD PARTY ACTIONS NOT IN ADMIRALTY

G.7.3.1 All liability for third party actions which do not lie in admiralty shall be the sole responsibility of the Ship Manager, not the United States, its agents, servants, and employees, nor the vessels owned by the United States. Such liability includes, but is not limited to, all costs of legal representation. Examples of third party actions which do not lie in admiralty include, but are not limited to:

(a) All employer/employee claims or suits brought by the seamen employed by the Ship Manager or by their union, either via arbitration or in court, i.e.:

(i) Allegations of discrimination, including sexual harassment. Discrimination claims include, but are not limited to, those claims arising under Title VII of the Civil Rights Act, as amended (42 U.S.C. sections 2000e et seq.), the Age Discrimination in Employment Act, as amended (29 U.S.C. sections 621 et seq.), and the Americans with Disabilities Act, as amended, (42 U.S.C. sections 12117 et seq.); or

(ii) Employment disputes such as disciplinary action undertaken by the Ship Manager against its employee; or

(iii) Enforcement of the terms of the CBAs between the Ship Manager and its unions.

(b) Lawsuits or administrative proceedings brought by federal, state or local authorities alleging the Ship Manager violated federal, state or local laws or regulations; i.e., OSHA or environmental laws and regulations.

### G.7.4 INDEMNIFICATION

G.7.4.1 Notwithstanding anything in this contract to the contrary, particularly Section G.7, the Ship Manager agrees to indemnify and hold the United States, the Maritime Administration, and its employees and agents harmless from any damages, loss, or injury resulting either directly or indirectly from:

(a) acts of Gross Negligence, Willful Misconduct or Violations of Law or Regulations of the Senior Management of the Ship Manager; or

(b) acts of Gross Negligence, Willful Misconduct or Violations of Law or Regulations performed by employees, servants, contractors, subcontractors, suppliers or agents of the Ship Manager and which occurred with the Privity or Knowledge of Senior Management of the Ship Manager; or

(c) all third party actions covered by Section G.7.3; or

(d) all maritime liens by third parties where the Ship Manager or its subcontractors or agents failed to notify a third party as required in Attachment J-2, that the vessel was a public vessel not subject to lien under the Maritime Lien Act; or

(e) damage caused by a subcontractor or its agents or employees during the performance of their work which is reimbursable by insurance, an indemnification clause or other similar provision required by Attachment J-2.

G.7.4.2 Such indemnification shall be provided upon the Maritime Administration's request or, if necessary, the United States may bring a legal action, either directly or in a third party action, against the Ship Manager and/or individuals working for the Ship Manager, for damages, loss, or injury to the United States.

G.7.4.3 Definitions (for purposes of this section):

(a) Senior Management means those individuals responsible for senior management of the Ship Manager's organization with respect to major components of any of its operations relating to the NDRF or RRF vessels. Senior Management will include the chief executive officer, president, vice president(s), and head(s) of vessel operations for the Ship Manager.

(b) Privity or Knowledge means that the relevant individuals had either personal cognizance of the circumstances, which either caused or contributed to the claim or the means to obtain that knowledge of which such person should have availed itself.

(c) Gross Negligence means harm that is willfully inflicted or caused by a wanton disregard of a duty of care.

(d) Third Party means all persons who are not parties to this contract.

(e) Violation of Law or Regulation means instances where civil or criminal liability results from a violation of a law or regulation that falls on the vessel, the United States and/or the Ship Manager. A Violation of Law or Regulation will not be deemed to occur for purposes of this definition when liability occurs without fault on the part of the Ship Manager.

(f) Willful Misconduct means conduct that is either intentional or committed under circumstances exhibiting a reckless disregard for the safety of others, such as a failure after knowledge of impending danger to exercise ordinary care or a failure to discover the dangers through recklessness or carelessness.

#### **G.7.5 DUTY OF COOPERATION**

G.7.5.1 The Ship Manager has a duty to fully cooperate in the defense of any claim or action (whether or not such claim or action is in admiralty) for which the United States bears a financial risk or a responsibility to defend.

G.7.5.1.1 As soon as practicable after the occurrence of any claim or suit, or any loss or damage for which the Ship Manager believes the United States is at risk under this contract; the Ship Manager shall immediately furnish the assigned ACO, with a copy to the assigned COR/COTR, detailed written notice of such claim, suit, loss, and/or damage as well as a copy of every demand, notice, summons, complaint, or other process received by the Ship Manager or its employees or representatives.

G.7.5.1.2 The Ship Manager will cooperate with the Government and, upon request, will assist in effecting settlements, securing and giving evidence, technical advice, and obtaining the attendance of witnesses for consultation, depositions, and trials. Such information, advice, evidence and documentation will be given by the Ship Manager to the United States in the manner and form the United States requires.

**G.8 CLAIMS AND REPORTS**

G.8.1 Claims by crew members shall be processed in accordance with the provisions listed in Attachment J-3, Supplement A, Seafarer's Personal Injury/Illness Claims.

G.8.2 Claims submitted by ROS crew members are subject to the same processing of Attachment J-3. However, since ROS seamen do not sign articles, they are not entitled to unearned wages.

G.8.3 Report of Injuries/Illness: The Ship Manager shall submit quarterly (Oct, Jan, Apr, Jun) reports of injuries/illness via email in addition to the information required in Attachment J-3, Supplement A, Section 5. Submissions for multiple vessels or contracts may be combined, and shall be provided to the ACO, COR/COTR, Division of Marine Insurance, and RRF Program Manager.

G.8.4 On an annual basis (prior to the close of the fiscal year) the Ship Manager shall reconcile TO closeouts and notify the ACO/COR/COTR of any excess funding deobligation on any TO which was issued in connection with Maintenance and Cure. The Ship Manager shall provide a revised estimate of anticipated obligations for the upcoming fiscal year. The Government will provide new funding with the next fiscal year allotments.

G.8.5 Upon reporting that a case is closed, Ship Managers shall advise the ACO so that TOs with any remaining reserve funding may be liquidated.

**G.9 MEDICAL INVOICE REVIEW SERVICES**

Medical Invoice Review services shall be obtained by the Ship Manager from competent commercial sources. Ship Managers shall obtain the use of a third party to assist with reviewing and validating costs submitted on medical invoices. A copy of the service agreement shall be provided to the ACO within sixty (60) days of contract award. Ship Managers shall obtain a medical invoice review service, which operates on a percentage of savings basis. If it is impossible to obtain a percentage payment service, then the cost of this service is reimbursable.

**G.10 MINIMUM WORKING CAPITAL REQUIREMENTS**

G.10.1 Dedicated Line of Credit: The Ship Manager shall maintain a Dedicated Line of Credit of at least \$350,000 per vessel with a federally insured bank or financial institution. The form and substance of this Line of Credit shall:

- a. be dedicated solely for the purpose of vessel activations or any services/activities associated with vessel activations under the Ship Manager contract;
- b. be irrevocable throughout the life of the contract and any extensions thereto;
- c. remain in effect throughout the life of this contract, without change or alteration, without prior approval of the Maritime Administration's ACO;
- d. as part of the provisions of this Dedicated Line of Credit, the bank or financial institution providing same shall notify the MARAD Office of Budget and Programs/CFO of any changes in the outstanding amount, form or substance of the

Line of Credit. This may be accomplished by the bank providing copies of any statements, which are provided to the Ship Manager;

- e. be issued by a bank or financial institution must be federally insured; and
- f. the terms of all proposed Dedicated Lines of Credit should first be determined acceptable by the Maritime Office of Budget and Programs/CFO. The Ship Manager shall notify the ACO if there is any change in the status of their \$350,000 line of credit per vessel.

G.10.2 Alternative: Where a firm has sufficient financial resources to meet the \$350,000 per vessel financial requirements, and wishes to rely on those resources instead of obtaining a Line of Credit, the Maritime Administration will consider this alternative financing. To receive the Maritime Administration's approval for this alternative, a firm must submit, with their proposal, a current audited financial statement of the firm or the parent, as appropriate, for the Maritime Administration's approval. In addition, firms receiving awards shall submit to the PCO, for Maritime Administration's approval, an annual audited financial statement each year of the contract, and if MARAD determines that the contractor no longer has sufficient financial resources at any time during the contract, the Contractor shall obtain an acceptable Dedicated Line of Credit.

#### G.11 TASK ORDERS - REIMBURSABLE

##### G.11.1 General

- (1) Any reimbursable supplies and services to be furnished by the Ship Manager under this contract shall be authorized by issuance of TOs.
- (2) All TOs are subject to the terms and conditions of this contract. In the event of conflict between a TO and this contract, the contract shall have precedence.

##### G.11.2 Issuance

- (1) The scope of TOs may vary greatly. The Ship Manager shall not commence work until they receive a TO executed by an authorized Maritime Administration CO.
- (2) Prior to issuance of a TO, the Ship Manager shall submit a written specification, cost estimate and time estimate, for completion of the required work. The specification will be reviewed, approved or modified by the Maritime Administration prior to issuance of a TO. At a minimum, the cost estimate shall include the labor and material costs for each work item. (See PWS in Section C)
- (3) A TO is considered issued when posted electronically and notification is sent to the Ship Manager.

##### G.11.3 Acceptance of the Task Order

- (1) Implied Acceptance. Acceptance of the TO by the Ship Manager shall be implied if, after three (3) working days of receipt, the Ship Manager has not notified the ACO, either orally or in writing, of problems and/or disagreements with the TO.
- (2) After the commencement of performance under the TO, the Ship Manager shall notify the COR/COTR in writing of the need for required revisions, or to request additional funds.

##### G.11.4 Expedition of Task Order(s) for Activation(s)

(1) Upon receipt of an activation notice, the ACO will communicate to the Ship Manager the number of the task order that will be used for Activation.

(2) The Ship Manager may then use the activation Task Order number within RMS to facilitate timely issuance of commercial purchase orders in support of the activation efforts.

(3) The executed Task Order will be issued within three working days of the receipt of funding.

#### G.11.5 Verbal Orders

(1) In addition to the specific situation by which no-notice activations are ordered under F.8.b, the PCO or an ACO may issue a verbal order based on emergent circumstances deemed by the contracting officer to warrant such a measure. Such actions will be confirmed in writing as expeditiously as possible by issuance of a task order or task order modification as appropriate.

#### G.12 EXPENDITURE AND TRACKING OF REIMBURSABLE FUNDS

G.12.1 Upon receipt of the executed TO, the Ship Manager may proceed in accordance with procedures in Attachment J-2.

G.12.2 It is the Ship Manager's responsibility to track all funds expended under reimbursable TOs. The SM shall develop a system, which tracks funds obligated and funds available on each TO. Funds shall be further tracked to show the status of purchase order(s) (PO) issued, funds obligated and expended, and PO closed out. The system shall further track the PO to the deficiency(ies) covered by the TO. At times, a PO may cover several deficiency(ies). Alternatively, a deficiency(ies) DSN may require the use of several POs. The tracking system must be able to accommodate such possibilities. The Maritime Administration may request a copy of the tracking document on an "as needed" basis, or as often as monthly.

#### G.13 PURCHASING RESTRICTIONS

- a. Interested or Related Company. Agreements or arrangements with any interested company to render any reimbursable service or to furnish any reimbursable stores, supplies, equipment, materials, repairs or facilities hereunder shall be submitted to the ACO for approval. Unless and until such agreements or arrangements have been approved, compensation paid to any interested or related company shall be subject to review and readjustment by the ACO, who may deny payments, in whole or in part, if such compensation is deemed to be inappropriate or unreasonable.
- b. The term "interested company" shall mean any person, firm, or corporation in whom the Ship Manager or related company of the Ship Manager, may own any substantial financial interest therein, either directly or indirectly. An "interested company" shall also exist when any substantial financial interest in the company (either directly or indirectly) rests with:
  - 1) immediate family members of the Ship Manager
  - 2) any employee of the Ship Manager who is charged with executive or supervisory duties or
  - 3) any member of the immediate family of any such officer, director, employee or
  - 4) any officer or director of any related company of the Ship Manager or

5) any member of the immediate family of any officer or director of any related company of the Ship Manager.

- c. The term "related Company" as used to indicate a relationship with the Ship Manager for the purpose of this Article only, shall include any person or concern that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the Ship Manager. The term "control" (including the term "controlled by" or "under common control with") as used herein, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Ship Manager (or related company) whether through ownership or control of voting securities, by contract or otherwise.

#### G.14 TYPES OF INVOICES

- a. Invoices shall be submitted on a monthly basis per task order from date of issuance. All invoices shall be submitted for one of the following two (2) categories:
- (1) Fixed Price CLIN.
  - (2) Reimbursable CLIN.
- b. General. The Ship Manager shall submit invoices in accordance with Office of Management and Budget (OMB) Circular A-125, Prompt Payment, and FAR 52.232-25, Prompt Payment (Oct 2003), as described herein. All invoices shall be submitted electronically via the Maritime Administration DOT Electronic Invoice Systems (EIS), at <https://marweb.marad.dot.gov/eis/>.
- c. Ship Manager shall submit invoices in accordance with instructions contained on the EIS website.

#### G.15 TRAVEL REQUIREMENTS

G.15.1 Reimbursable travel performed by the Ship Manager, subcontractors and crew, in direct performance of this contract will be reimbursed on an actual and allowable basis. Travel costs for subsistence and lodging shall not exceed the Federal Travel Regulations (FTR) at <http://gsa.gov/portal/category/21222>, except as stated in FAR 31.205-46.

- (1) Vouchers are required when submitting travel claims.
- (2) Crew members may submit claims without itemized receipts for subsistence and lodging at the current rate set in labor agreements, if less than the FTR rate.
- (3) The Contractor shall use only coach or economy airfares while performing travel under this contract, unless otherwise authorized by the ACO. For travel performed on a cost reimbursable basis all cost documentation must accompany invoices for reimbursement except as identified above.

G.15.2 The Federal Travel directory will be used to verify current maximum allowable subsistence and lodging rates.

G.15.3 Requests for travel reimbursement shall be clearly identified and submitted on a SF 1012, Travel Voucher (Attachment J-18) or other form acceptable to the ACO. Requests for reimbursement of travel expenses, including supporting documentation thereof, shall not include commingled reimbursable and fixed price travel cost data.

#### G.16 METHOD OF PAYMENTS

(1) The Ship Manager shall forward the information required below, to the Department of Transportation, Maritime Administration, Funds Control Office, 1200 New Jersey Ave. S.E., Washington, DC 20590, not later than fourteen (14) days after receipt of the notice of award. It is the Ship Manager's responsibility to furnish changes promptly to avoid payments to erroneous addresses or bank accounts.

(2) Electronic Funds Transfer Payment Methods. Payments under this contract will be made by the Government either by check or electronic funds transfer (EFT) (through the Automated Clearing House (ACH)), at the option of the Government. Submit a completed SF 3881 (Attachment J-11) to the address above in (1). The SF 3881 designates a financial institution for receipt of EFT payments. See the clause in Section I, FAR 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003).

#### **G.17 CONTRACTORS PURCHASING SYSTEM REVIEW REQUIREMENTS**

The Maritime Administration requires all contractors to submit procedures for approval of their purchasing system within ninety (90) days of NTP. Attachment J-2 contains the policies and procedures for meeting Maritime Administration's requirements.

#### **G.18 POST AWARD CONFERENCE**

A post-award conference may be held within the first sixty (60) days after award. Attendees will include the Maritime Administration CO/ACO, the COR/COTR or ACOR/COTR, and other personnel deemed necessary to represent the Government. The Ship Manager (Contractor) may be represented by the Ship Manager's employees as deemed appropriate. This conference will be scheduled for a time mutually agreeable to the Ship Manager and to the Government. The purpose of this conference is to review the terms and conditions of the contract, to discuss technical matters pertaining to contract performance, and to address any questions brought forth by either the Ship Manager or the Government.

[END OF SECTION G]

**SECTION H -- SPECIAL CONTRACT REQUIREMENTS**

**H.1 PETROLEUM**

- a. Sources of fuel: The vessel(s) operated under this contract shall obtain fuel (hereinafter in this clause referred to as "fuel") from the following sources listed by priority:
  - (i) DESC military stocks
  - (ii) DESC contract
  - (iii) Commercial sources (authorized in the event (i) or (ii) sources are either not available or available only with vessel diversion/delay unacceptable to the Government).
- b. The term "reasonable expense" as used in this clause, shall mean all reasonable costs except crew overtime, penalty time, or other additional emoluments, which were necessarily incurred in loading fuel on board the vessels, such as expenses incurred at bunkering ports, loading fuel from lighters, barges, or other craft used as lighters-, including lighterage, lighter demurrage, or detention incurred; cost of shifting lighters for the convenience of the vessels; handling lighter lines; and such similar expenses which the Contracting officer shall find were necessarily incurred in the loading of fuel on vessels during the period of this contract.
- c. Subject to paragraph (f) below, the Government will reimburse the SM for the cost of all fuel procured by the SM and loaded in the vessels during the period of this contract. The title to all fuel, for the cost of which the SM is entitled to be reimbursed, shall automatically pass to and vest in the Government upon delivery to the SM or upon the happening of any other event by which title passes from the vendor or supplier thereof to the SM, in the case of any such fuel which is purchased for the performance of this contract. The Government shall be afforded all benefits of the SM's contracts for its fuel requirements.
- d. During the period of the contract, the Government may supply or cause to be supplied any or all of the fuel required by the vessels. The Government will supply fuel when the SM is unable to obtain such fuel and the payment of the contract price shall not be reduced for delays caused by the SM'S inability to obtain fuel due to circumstances beyond the SM's control. If the SM loads such fuel, the Government shall reimburse the SM for reasonable expenses in connection with such loading.
- e. If any vessel or vessels under this contract is placed off-hire for any period during the term of this contract, the SM shall present to the Contracting Officer a statement certified by him or his authorized agent showing the amount of fuel on board at the time the off-hire period commenced and the amount of fuel on board when the off-hire period ended. The Government shall be credited for the cost of the fuel consumed during the off-hire period and also reasonable expenses incurred in loading such fuel, such costs to be based upon costs at the previous refueling point.
- f. When commercial sources are authorized in accordance with paragraph (a), the SM shall select fuel suppliers on a competitive basis to the maximum practical extent. Invoices for fuel reimbursement shall contain documentation of competitive quotes obtained. Reimbursement shall be for the cost of fuel plus all reasonable expenses incurred by the SM in loading such fuel on board the vessels.
- g. The Government agrees to reimburse the SM for all reasonable expenses incurred by him under paragraphs (c) and (d) of this clause upon certification to and verification by

the Government of the original receipted invoices covering such charges of other documents as the Contracting officer may require.

## H.2 OPERATING LIMITS

The operating limits shall be worldwide.

## H.3 ACTIVATION/OPERATION PER DIEM

- a. For No-Notice Activations Ship Manager per diem and ROS crew wages change to Operations per diem/FOS reimbursable respectively, upon telephonic notification to the Ship Manager by any of the personnel authorized for "activation notification" in Section G.6.
- b. Notice Activation. The Ship Manager shall remain in Phase M per diem. Upon the arrival of the first non-ROS crewmember, all crewmembers wages will transition to reimbursable FOS wages. Ship Manager per diem becomes Phase O corresponding to the readiness and deliver date. For example, if the vessel is ROS-5, Phase O starts for the Ship Manager when the vessel would normally have received an activation message of five (5) days before required date.
- c. Maintenance Activation is scheduled in the Business Plan including phase O wages for the crew. Upon the arrival of the first non-ROS crewmember, crew wages transition from ROS to FOS for the entire crew. The Ship Manager per diem remains in Phase M throughout the maintenance activation. See CLIN for SM without ROS crew.

## H.4 EMPLOYMENT OF GOVERNMENT PERSONNEL

In performing this contract, the Ship Manager shall not use as a consultant or employ (on either a full or part-time basis) any active duty military personnel or Government civilian employees without the prior approval of the ACO. Such approval may be given only in circumstances where it is clear that no laws or DOT, DOD or Service instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

## H.5 NONDISCLOSURE OF DATA AND INFORMATION

1. The Contractor, and any of its subcontractors in the performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:
  - (a) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; and
  - (b) Use for any purpose other than the performance of the contract that data which bears a restrictive marking or legend.
2. Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the Contractor shall return all such data and information, including all copies, modifications, adaptations, or combinations thereof, to the CO. The Contractor shall further certify in writing to the CO that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the CO, have been deleted from the Contractor's (and any subcontractor's) records.

3. These restrictions do not limit the Contractor's or subcontractor's right to use and disclose any data and information obtained from another source without restriction. As used herein, the term "data" has the meaning set forth in Department of Transportation Procurement Regulations, 48 CFR 1252.227-71, "Rights in Data - General", and includes, but is not limited to, computer software, as also defined in 48 CFR 1252.227-71.

#### H.6 ORGANIZATIONAL CONFLICT OF INTEREST

- a. The Ship Manager warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that all such relevant information has been disclosed.
- b. The Ship Manager agrees that if an actual or potential organizational conflict of interest is discovered after award, the Ship Manager will make a full disclosure in writing to the ACO. This disclosure shall include a description of actions the Ship Manager has taken or proposes to take, after consultation with the ACO, to avoid, mitigate, or neutralize the actual or potential conflict.
- c. The Ship Manager is required to ensure adherence to this clause in its capacity as a manager of public vessels. Ship Managers, their parent companies or subsidiaries are prohibited from bidding on work for which they wrote the specifications unless specifically authorized by MARAD.
- d. The Ship Manager further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

#### H.7 PENSION PLAN WITHDRAWAL LIABILITY

- a. MARAD's payment to the Ship Manager for crew salaries and benefits includes the contribution which the Ship Manager makes to any multi-employer union pension plan for: (a) pension contributions during the time of employment onboard NDRF or RRF vessels, (b) medical insurance plans, or (c) any other contribution required by the contract between the Ship Manager and the union representing the Master and members of the crew.
- b. MARAD's payment to the Ship Manager for crew salaries is not to be construed as creating any responsibility or liability for payment of amounts which may be assessed by the trustees of a multi-employer pension plan against a Ship Manager for the complete or partial withdrawal by the Ship Manager from a multi-employer pension plan.

#### H.8 LIMITATION ON SUBCONTRACTING CORE SERVICES

- a. By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in the performance of the contract, bona fide employees of the Offeror/Contractor will perform the core services required under the contract. Core services may not be provided by employees of another entity, including but not limited to, contract employees, subcontractors or teaming partners. This requirement applies to both small and large businesses.
- b. The core services which must be performed by employees of the Offeror/Contractor include:
  - Contracting and procurement staff,
  - Technical and management groups,
  - Core RRF functions (C.3), and

- the ROS & FOS Crew
- c. The Contractor may utilize the collective bargaining agreements (CBAs) and/or other sources of crewing of a parent company, but the CBAs must be separate from those of an affiliate who is currently a RRF Ship Manager or may become a RRF Ship Manager under contracts awarded under this procurement. (See L.11.2)
- d. Port Engineering Services, human resources and crewing, accounting and billing, and claims processing may be subcontracted out, performed by an independent contractor, or performed under a business arrangement with a parent company or teaming partner.
- e. Work performed via Work Order on a cost reimbursable basis is excluded from this requirement.
- f. This requirement reflects the agency's need to ensure the Contractor itself has the resources and capability to perform the core services required by this contract. The agency's statutory mission is to foster and maintain an adequate industrial base capable of serving as a naval and military auxiliary in time of war or national emergency, including mass activation of the RRF. That mission would not be served by allowing Ship Managers to subcontract out the core services necessary to perform the contract.
- g. The Contractor remains completely responsible for performance of all work and the subcontractor/partner's performance will be reflected in the past performance evaluation.

**H.9 PHYSICAL LOSS OR DAMAGE TO THE VESSEL OR OTHER GOVERNMENT PROPERTY**

- a. Except as set forth in this clause or any guarantee or warranty provision in the contract, the Maritime Administration, part of the United States Department of Transportation, in its capacity as Owner of the vessel (hereinafter "Owner" or "Marad", 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, during a dry docking or shipyard availability except to the extent that such loss or damage is caused by the negligence, fault, error, or act or omission of the shipyard, its servants, agents, or employees ("Subcontractor"), or the Subcontractor's lower-tier Subcontractors, or the servants, agents, or employees of the lower-tier Sub-contractors, all of which risks are assumed by the Subcontractor. The burden of proving freedom from responsibility under the foregoing sentence shall be borne by the Subcontractor.
- b. Limit of Liability - Except as set forth below, the Subcontractor's liability under this clause shall not exceed \$5,000,000 per incident per vessel.
- c. The Ship Manager and Owner do not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Subcontractor has failed to maintain insurance as required by this contract.
- d. The Ship Manager and Owner do not assume the risk and will not pay for any costs of the following:
  - (1) Inspection, repair, replacement, or renewal of any defects in the vessel or material and equipment due to:
    - (i) Defective workmanship performed by the Subcontractor or any lower-tier Subcontractor.
    - (ii) Defective materials or equipment furnished by the Subcontractor or any lower-tier subcontractor; or

(iii) Workmanship, materials, or equipment that does not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(2) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of gross negligence or willful misconduct of the Subcontractor.

- e. No party other than the Ship Manager shall have any right to proceed directly against the Owner or join the Owner as a codefendant in any action.
- f. In the event of loss of or damage to the vessel, material, or equipment which exceeds the limit of liability set forth in paragraph (2) above, the Subcontractor shall promptly notify the Ship Manager, both verbally and in writing, of the loss or damage and await direction from the Ship Manager.

#### H.10 PORT CHARGES AND EXPENSES

- a. Except as otherwise provided herein the Government will pay expenses of loading and unloading cargo, canal tolls, dues, taxes and similar port charges imposed by public authority including consular charges (all of the foregoing except as pertaining to non-official expenses of the Master, officers and crew), incurred by the vessels in ports visited pursuant to the Government's direction. The Government shall pay sales taxes, and similar taxes, and foreign taxes to the extent accepted by the Government as port expenses hereunder, provided the Ship Manager shall have used due diligence to secure immunity from such taxes. Any tax or duty from which the U. S. Government is exempt by agreement with any foreign government, or from which the Ship Manager or any subcontractor is exempt under the laws of any country, shall not constitute an allowable port expense under this contract, unless the Ship Manager has used diligence to obtain exemption and has paid under protest.
- b. The Government shall also pay all expenses incurred by the vessels in aforesaid ports, which although not imposed in the instant case by public authority, are usually imposed by public authority, such as wharfage or dockage.
- c. The Government further agrees to pay all expenses necessary incurred by the vessels entering or leaving the aforesaid ports (including agent and custom broker fees).
- d. The Government shall also pay for (1) pilotage of the vessels where such pilotage is customary, or where the vessels are required by the Government to enter or transit a hazardous or restricted area or body of water; and (2) pilotage or towage in connection with the bunkering or ballasting of the vessels, or in shifting the vessels in accordance with the orders of the Government. Nothing herein shall be construed as requiring the Government to pay expenses incurred by the Ship Manager for services rendered for the convenience of the Ship Manager, the vessel or her Master, officer or crew, or in connection with the Ship Manager's business such as fees of underwriters, or expenses in moving the vessel about the port to obtain stores or provisions. All of the charges and expenses which are incurred for the Government's account as aforesaid will be paid by the Ship Manager, who shall be reimbursed by the Government upon presentation of properly certified vouchers and supporting receipts.
- e. All fees of agents as defined in Section C, PWS, appointed by and used by the Ship Manager to husband the vessels, including the fees of the agents appointed for canal transits and at bunkering ports, shall be reimbursable pursuant to the instructions of the Government provided that such fees shall not exceed those customarily charged commercial vessels for similar services.

#### H.11 REFUNDS, REBATES, AND CREDITS

As described in FAR 52.216-7 Allowable Cost and Payment, the Ship Manager shall pay to the Government any funds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Ship Manager or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Ship Manager has been reimbursed by the Government. Contract closeout procedures shall include a signed statement by the Ship Manager that this was completed or is not applicable.

#### H.12 SALVAGE

Settlements for salvage services rendered to other vessels, including those owned or controlled by the United States, shall be handled by, and are under the control of the Government. All salvage monies earned, including recovery of fuel consumed and hire during the salvage operation, by any vessel hereunder shall issue to and be for the account of the Government after deducting Master's and Crew's share. It is mutually understood and agreed that the Ship Manager shall not be entitled to nor participate in any salvage or salvage awards hereunder. The Ship Manager shall promptly furnish the Government with full reports and information on all salvage services rendered or received.

#### H.13 VESSEL'S STORES AND MATERIALS

Pursuant to authority of the Defense Production Act of 1950, as amended, and provisions of the Business and Defense Service Administration Regulation No. 1, when instructed by the ACO, the priority rating DO-A3 shall be used to obtain ratable vessels' stores and controlled vessels' materials required under this contract.

#### H.14 STATUS OF VESSELS

The vessels to be operated under this contract are public vessels of the United States. Material conditions, personnel appearance, discipline, customs and usage should be maintained at a high professional standard such that the operation of these vessels will not bring criticism or discredit upon the U. S. Government.

#### H.15 TOWING

It is strongly recommended that all towing subcontracts be awarded to towing companies whose towing vessels have a safety management certification from an industry-recognized program\*. Where international tows are concerned, towing contracts shall be awarded to towing companies that comply with the ISM Code. Where towing services are required as part of an RRF "no-notice" vessel movement, or other similar emergency vessel movement (e.g., hurricane evacuation), attempted compliance with this requirement shall not be an acceptable cause for delay.

\* Such as the ISM Code, the American Waterways Operators (AWO) Responsible Carrier Program, or any other safety management system recognized by the USCG.

#### H.16 UNITED STATES CITIZENSHIP

- a. As required by 46 C.F.R 315.5(a)(1), the Ship Manager must be a Citizen of the United States as defined in 46 C.F.R. 315.3(b), 50 App. U.S.C. §1736(g) and 46 U.S.C. § 50501(a)-(c). 46 C.F.R 315.5(a)(3) further requires the Contractor to continue to meet this requirement throughout the term of the contract. The Contractor must continue to establish "Citizenship" in the form and manner prescribed in 46 CFR Part 355, the regulation implementing § 50501, to the satisfaction of the Maritime Administration.
- b. As part of this process, Contractor must annually submit to the PCO evidence of continuing U.S. Citizenship status, including a current Affidavit of United States Citizenship and any changes to other documents previously submitted in connection with

establishing the U.S. Citizenship of the Contractor. For corporations, this annual submission should be filed within thirty (30) days after the annual meeting of the stockholders or annually, within thirty (30) days after the original affidavit if not a corporation or there has been no meeting of the stockholders prior to that time. See Section K.15, Affidavit of United States Citizenship.

- b. Contractor shall submit promptly to the PCO any changes in the information set forth in its current Affidavit of U. S. Citizenship and other documents submitted in connection with establishing the U. S. Citizenship of the Contractor.

**H.17 UNUSUAL EMERGENCY, NATURAL DISASTER, CONTINGENCY MOBILIZATION AND/OR WAR**

a. The Ship Manager and its employees agree to obey the lawful directives issued by the Maritime Administrator, Secretary of Defense and/or President of the United States in all cases relating to unusual emergency, natural disaster, contingency, mobilization and/or war.

b. The Government shall reimburse the Ship Manager for its actual out-of-pocket expenses, including all taxes, for (1) any war risk bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder; (2) any required payments to the officers or crew of the vessel necessarily incurred by reason of orders or direction of the Government which require the Ship Manager to breach existing Articles of the crew or contracts with the officers, provided such Articles and contracts comply with the instructions of the Government and are over and above the terms and condition of this contract. However, any war risk bonuses and/or extra wages granted by the Government, and based on the areas to be traversed or the ports of call of any voyage hereunder shall not exceed what would be payable, under applicable laws and regulations, to civilian mariners, in the employ of MARAD's Ship Manager, for service on the vessel if the vessel were privately owned on the same voyage.

c. War risk bonuses and/or extra wages paid for traversing combat areas or war-hazard zones shall be allowable costs under this contract only if those areas have been so designated by the Secretary of Defense or others, as may be delegated by the Secretary of Defense.

**H.18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

- a. Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

- b. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1,2009, and DOT Order 3902.10, Text Messaging While Driving, December 30,2009, contractors and subcontractors are encouraged to:
  - (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
    - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
    - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
  - (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
    - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- c. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

[END OF SECTION H]

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<https://www.acquisition.gov/comp/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.202-01	Definitions	Jul-04
52.203-03	Gratuities	Apr-84
52.203-05	Covenant Against Contingent Fees	Apr-84
52.203-06	Restrictions On Subcontractor Sales To The Government	Sep-06
52.203-07	Anti-Kickback Procedures	Oct-10
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan-97
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	Jan-97
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Oct-10
52.203-13	Contractor Code of Business Ethics and Conduct	Apr-10
52.204-02	Security Requirements	Aug-96
52.204-04	Printed or Copied Double-Sided on Recycled Paper	May-11
52.204-07	Central Contractor Registration	Apr-08
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Dec-10
52.215-02	Audit and Records--Negotiation	Oct-10
52.215-08	Order of Precedence—Uniform Contract Format	Oct-97
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug-11
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	Aug-11
52.215-13	Subcontractor Cost or Pricing Data—Modifications	Oct-10
52.217-08	Option To Extend Services	Nov-99
52.219-08	Utilization of Small Business Concerns	Oct-00 Jan-10
52.219-09	Small Business Subcontracting Plan (Jan 2002) - Alternate II	Jan-11

**SECTION I  
CONTRACT CLAUSES**

**BASE AWARD**

Clause	Title	Date
52.219-09	Small Business Subcontracting Plan	Jan-11
52.219-14	Limitations on Subcontracting	Nov-11
52.219-16	Liquidated Damages—Subcontracting Plan	Jan-99
52.222-01	Notice To The Government Of Labor Disputes	Feb-97
52.222-03	Convict Labor	Jun-03
52.222-04	Contract Work Hours and Safety Standards Act—Overtime Compensation	Jul-05
52.222-21	Prohibition of Segregated Facilities	Feb-99
52.222-26	Equal Opportunity	Mar-07
52.222-35	Equal Opportunity for Veterans	Sep-10
52.222-36	Affirmative Action For Workers with Disabilities	Oct-10
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sep-10
52.222-41	Service Contract Act Of 1965, As Amended	Nov-07
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	Sep-09
52.222-50	Combating Trafficking in Persons	Feb-09
52.222-54	Employment Eligibility Verification	Jan-09
52.223-02	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	Dec-07
52.223-03	Hazardous Material Identification And Material Safety Data	Jan-97
52.223-05	Pollution Prevention and Right-to-Know Information	May-11
52.223-06	Drug Free Workplace	May-01
52.223-12	Refrigeration Equipment and Air Conditioners	May-95
52.223-14	[Reserved]	
52.223-15	Energy Efficiency in Energy-Consuming Products	Dec-07
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	Dec-07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	May-08
52.225-01	Buy American Act - Supplies	Feb-09
52.225-08	Duty-Free Entry	Oct-10
52.225-13	Restrictions on Certain Foreign Purchases	Jun-08
52.227-01	Authorization and Consent	Dec-07
52.227-02	Notice and Assistance Regarding Patent and Copy Infringement	Dec-07

Clause	Title	Date
52.227-03	Patent Indemnity	Apr-84
52.232-01	Payments	Apr-84
52.232-11	Extras	Apr-84
52.232-17	Interest	Oct-10
52.232-18	Availability Of Funds	Apr-84
52.232-23	Assignment Of Claims	Jan-86
52.232-25	Prompt Payment	Oct-08
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	Oct-03
52.233-01	Disputes	Jul-02
52.233-03	Protest After Award	Aug-96
52.233-04	Applicable Law for Breach of Contract Claim	Oct-04
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	Apr-84
52.237-03	Continuity Of Services	Jan-91
52.242-01	Notice of Intent to Disallow Costs	Apr-84
52.242-13	Bankruptcy	Jul-95
52.243-01	Changes--Fixed-Price (Aug 1987) - Alternate II	Apr-84
52.244-02	Subcontracts	Sep-10
52.244-05	Competition In Subcontracting	Dec-96
52.244-06	Subcontracts for Commercial Items	Dec-10
52.245-02	Government Property Installation Operation Services	Aug-10
52.245-04	(Reserved)	Jun-03
52.246-25	Limitation Of Liability--Services	Feb-97
52.247-34	F.O.B. Destination	Nov-91
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May-04
52.249-08	Default (Fixed-Price Supply and Service)	Apr-84
52.251-1	Government Supply Sources	Aug-10
52.253-01	Computer Generated Forms	Jan-91

## I.2 1252.217-70 GUARANTEE (APR 2005)

(a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting Officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

**I.3 1252.217-80 DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS FOR VESSEL REPAIRING (APR 2005)**

Nothing contained in this contract shall relieve the Contractor of any obligations it may have to comply with:

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Occupational Safety and Health Standards for Shipyard Employment (29 CFR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

**I.4 1252.223-71 ACCIDENT AND FIRE REPORTING (APR 2005)**

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

(2) Damage of \$1,000 or more to Federal property, either real or personal;

(3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or

(4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

#### I.5 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (APR 2005)

a. Definitions. As used in this clause-Sensitive Information is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

b. Work under this contract may involve access to sensitive information which shall not be disclosed, by the contractor unless authorized in writing by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employees authorized to access sensitive information, and upon request of the Government, provide information as to an individual's suitability to have authorization.

c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.

d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

e. The Contractor shall ensure that contractor employees are:

- (1) Citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration

status) as evidenced Bureau of Citizenship and Immigration Services documentation; and

(2) Have background investigations according to DOT Order 1630.2B, Personnel Security Management.

f. The Contractor shall immediately notify the contracting officer when an employee no longer requires access to DOT computer systems due to transfer, completion of a project retirement or termination of employment.

g. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

I.6 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COR/COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR/COTR under the contract.

(b) The Contracting Officer cannot authorize the COR/COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Procuring Contracting Officer may extend the term of this contract by written notice to the Contractor within 15 calendar days prior to expiration of the current term of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.8 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of provision)

I.9 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, thirty (30) days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

#### I.10 52.223-09 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer's Technical Representative.

I.11 52.223-11 OZONE-DEPLETING SUBSTANCES  
(MAY 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

I.12 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any \_\_\_\_\_. [insert regulation name] (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.13 MCL.I-1 DISCLOSURE OF CONFLICTS OF INTEREST (AUG 2005)

It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an

action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

#### I.14 U.S. DEPARTMENT OF TRANSPORTATION (DOT) CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOV 2011)

The following definitions are provided:

- “Agency Access” means access to DOT facilities, sensitive information, information systems or other DOT resources.
- “Applicant” is a contractor employee for whom the contractor submits an application for a DOT identification card.
- “Contractor Employee” means prime contractor and subcontractor employees who require agency access to perform work under a DOT contract.
- “Identification Card” (or “ID card”) means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-I issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-I cards have physical and electronic attributes that other (non-PIV) ID cards do not have.
- “Issuing Office” means the DOT entity that issues identification cards to contractor employees.
- “Local Security Servicing Organization” means the DOT entity that provides security services to the DOT organization sponsoring the contract.

1. Risk and Sensitivity Level Designations – For contracts requiring access to DOT facilities, sensitive information, information systems or other DOT resources, the contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. DOT will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees.

IF THE DESIGNATED RISK IS:      THE BACKGROUND INVESTIGATION IS:

Low	National Agency Check with Written Inquiries (NACI )
Moderate	Minimum Background Investigation (MBI)
High	Background Investigation (BI)

Contractor employees may also be required to obtain security clearances (i.e., Confidential, Secret, or Top Secret). National Security work designated “special sensitive,” “critical sensitive,” or “non-critical sensitive” will determine the level of clearance required for contractor employees. Personnel security clearances for national security contracts in DOT will be processed according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM).

2. Pre-screening of Contractor Employees - The contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:
  - a. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude.
  - b. Falsification of information entered on forms or of other documents submitted.
  - c. Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract.
  - d. Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems or other resources.
3. Citizenship and Alien Status - The contractor must monitor an alien’s continued authorization for employment in the United States. The contractor must provide documentation to the Contracting Officer or the Contracting Officer’s Technical Representative during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.
4. Background Investigation and Adjudication – The contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to

the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-I (interoperable) cards issued by an authorized PIV-I issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each contractor must use the Office of Personnel Management's (OPM) e-QIP system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COTR or CO. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.

5. Agency Access Denied – Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The contractor must not provide agency access to contractor employees until the COTR or CO provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor's employees are denied agency access by the Government or, if for any reason proposed applications are withdrawn by the contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the contractor may be considered as part of the contractor's overall performance evaluation.
6. Identification Card Application Process - The COTR will be the DOT ID card Sponsor and point of contact for the contractor's application for a DOT ID card. The COTR shall review and approve the DOT ID card application before an ID card is issued to the applicant.

An applicant may be issued either a Personal Identity Verification (PIV) card that meets the standards of Homeland Presidential Security Directive (HSPD-12), or an applicant may be issued a non-PIV card. Generally, a non-PIV card will be issued for contracts that expire in six months or less, including option periods. The COTR may request the issuing office to waive the six month eligibility requirement when it is in DOT's interest for contract performance.

The applicant must complete a DOT on-line application for a PIV card. For a non-PIV card, the applicant must complete and submit a hard copy of Form 1681 to the COTR/Sponsor. Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in-person to provide two forms of identity source documents in original form to DOT. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in-person a second time for enrollment and activation.

7. Identification Card Custody and Control – The contractor is responsible for the custody and control of all forms of government identification issued by DOT to contractor employees for access to DOT facilities, sensitive information, information systems and other DOT resources. The contractor must immediately notify the COTR or, if the COTR is unavailable, the CO when a contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment.

The contractor is responsible for maintaining and safeguarding the DOT ID card upon issuance to the contractor employee. The contractor must ensure that contractor employees comply with DOT requirements concerning the renewal, loss, theft, or damage of an ID card. The contractor must immediately notify the COTR or, if the COTR is unavailable, the CO when an ID card is lost, stolen or damaged.

Failure to comply with the requirements for custody and control of DOT ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to DOT facilities, sensitive information, information systems or other DOT resources.

- a. Renewal: A contractor employee's DOT issued ID card is valid for a maximum of three years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.
  - b. Lost/Stolen: Immediately upon detection, the contractor or contractor employee must report a lost or stolen DOT ID card to the COTR, or if the COTR is unavailable, the CO, the issuing office, or the local servicing security organization. The contractor must submit an incident report within 48 hours, through the COTR or, if the COTR is unavailable, the CO, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the contractor to the local police, a copy of the police report must be provided to the COTR or CO. From the date of notification to DOT, the contractor must wait three days before getting a replacement ID card. During the 3-day wait period, the contractor employee must sign in daily for facility access.
  - c. Replacement: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.
8. Surrender of ID Cards – Upon notification that routine access to DOT facilities, sensitive information, information systems or other DOT resources is no longer required, the contractor must surrender the DOT issued ID card to the COTR, or if the COTR is unavailable, the CO, the issuing office, or the local security servicing organization in accordance with agency procedures.

Use of This Clause - The contractor is required to include these clauses in any subcontracts that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems or other resources.

[END OF SECTION I]

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b>Attach</b>	
<b>No.</b>	<b>Description</b>
<b>J.1</b>	DOL Wage Determination WD1998-0298, Revision 13 Dated 08 November 2010
<b>J.2</b>	Ship Manager Subcontracting Purchasing Policies
<b>J.3a</b>	Processing Seafarer's Personal Injury/Illness Claims (Supplement A)
<b>J.3b</b>	Incidents Involving Third Party Personal Injury/Illness and Third-Party Property Damage/Loss (Supplement B)
<b>J.4</b>	Deliverables
<b>J.5</b>	(Reserved)
<b>J.6</b>	(Reserved)
<b>J.7</b>	Past Performance Information Data (Solicitation Phase Only)
<b>J.8</b>	(Reserved)
<b>J.9</b>	Contract Reimbursables
<b>J.10</b>	Historical M&R Costs
<b>J.11</b>	SF-3881 – ACH Vendor/Miscellaneous Payment Enrollment Form
<b>J.12</b>	QASP Administration Plan: Ship Manager – Performance Appraisal Evaluation System (SM-PEAS)
<b>J.13</b>	Required Training
<b>J.14</b>	(Reserved)
<b>J.15</b>	Pricing Sheet
<b>J.16</b>	CAPE H PMP Actions
<b>J.17</b>	US Customs Form 226 - Record of Vessel Foreign Repair or Equipment Purchase
<b>J.18</b>	SF-1012 - Travel Voucher
<b>J.19</b>	Incumbent Contractor Collective Bargaining Agreements
<b>J.20</b>	Notice of Prohibition on Liens
<b>J.21</b>	(Reserved)
<b>J.22</b>	(Reserved)

**TECHNICAL EXHIBITS**

<b>TE-1</b>	RRF Operations Management Manual
<b>TE-2</b>	Quality Assurance Surveillance Plan (QASP)
<b>TE-3</b>	MARAD NS5 Business Protocol Guidance
<b>TE-4</b>	Vessel Requirements

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

**BASE AWARD**

<b>TE-5</b>	Logistics Management Manual
<b>TE-6</b>	Vessel Values
<b>TE-7</b>	Required Vessel Speed
<b>TE-8</b>	PCS Requirements Matrix
<b>TE-9</b>	FLEET MANUAL
<b>TE-10</b>	MSC SOM
<b>TE-11</b>	Standard Job Description Report – CAPE HENRY
<b>TE-12</b>	Wind Speed By Port
<b>TE-13</b>	Instructions to Form MA-496
<b>TE-14</b>	JRRF Combined Fleet Safety Rules and Policy
<b>TE-15</b>	Beaumont Reserve Fleet Safety Rules
<b>TE-16</b>	Suisun Bay Reserve Fleet Safety Rules

[END OF SECTION J]