MILITARY SEALIFT COMMAND
SPECIAL TIME CHARTER (SPECIALTIME EXTENDED-TERM)
FEBRUARY 2026 (02-26)

PREAMBLE

1. This Request for Proposals (RFP) is a solicitation for offers to perform a Charter Party (the "Contract" or the "Charter") in accordance with the terms and conditions herein.

2. The Charter, when awarded, will consist of the completed Standard Form (SF) 1449, this Preamble, and Parts I through IX.

3. The signature of the Contracting Officer on SF 1449 signifies acceptance of the Contractor's proposal and award of the Charter. The SF 1449 and Parts I through IX contain in full all of the amendments, references, responses, deletions, additions and interlineations made by both parties to the RFP and the proposal as of the Charter Party date. In the event that there is any inconsistency between the terms and conditions of this Contract and those in an offeror's proposal, this Contract shall control. All references to boxes in Parts II through IX shall be to Part I boxes unless otherwise stated.

4. Each of the Parts or any portion thereof of this Charter Party shall be deemed severable, and should any Part or any portion thereof be held invalid, illegal, or unenforceable, the remaining Parts and portions thereof shall continue in full force and effect. The headings herein are for the sake of convenience and reference only, and shall not affect the interpretation of this Charter Party.

LIST OF EFFECTIVE CHANGES

Description
Part I – SPECIALTIME Boxes, SPECIALTIME Box 27; changed from Official number to IMO number.
Part II has been deleted and replaced in its entirety.
Part III(n) Vessel Name Release rived to read “Reserved.” Can be found in Part X(h).
Part III(q) Agency Appointment Report; added.
Part III(r) Vessel Accounting Report; added
Part III(s) Owner(s) Consideration for Vessel Delay; added.
Part VI has been deleted and replaced in its entirety.
Part VII has been deleted and replaced in its entirety.
Part VIII is hereby “Reserved.”
Part IX is hereby “Reserved.”
Part X has been deleted and replaced in its entirety.
Part XI has been deleted and replaced in its entirety.
Part XII is hereby “Reserved.”
Part XIII is hereby “Reserved.”

MILITARY SEALIFT COMMAND
COMMERCIAL SERVICES ACQUISITION
SPECIALTIME CHARTERS

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MSC SPECIALTIME 2026 **PART I - SPECIALTIME BOXES**	Vessel(s): Contractor, Unique Entity Identifier (UEI), CAGE Code, TIN (and TIN of parent, if applicable):
Solicitation Number (date): N3220526R6057	Contract Number (date):
1. Vessel(s) Required: The vessel's requirements are provided as Attachment (02) – Performance Work Statement.	2. Place / Range of Delivery: Pearl Harbor, HI 3. Place / Range of Redelivery: Pearl Harbor, HI
4. Charter Period: Base Period – 365 Days Option 1 – 366 Days Option 2 – 365 Days Option 3 – 365 Days Option 4 – 335 Days	5. Laydays: Commencing: 24 October 2026 Cancelling: 15 February 2027
6. Terms/Conditions/Attachments added, deleted or modified: The following sections of Attachment (01), PART V apply: ((a)(B)), (c), (d), (f), (m), (r), (s), (t), and (u).	

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):
GENERAL DATA	
7. Vessel/Flag/Year Built:	8. Proposal Firm Until:
9. Amendments Acknowledged (amendment numbers and dates):	
10. Contractor (style, address, phone, cell phone, e-mail, fax):	11. Broker (address, phone, e-mail, fax):
CPARS POC, if different from above (name, email):	12. Remittance address for hire (if other than box 10):

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

PRICING DATA

	BOX NOS., SHIP STATUS, AND EXPENDITURE TYPES		
	13. FOS	**14. Reserved**	**15. Reserved**
	Charter Hire Per Day		
Base Period: 365 Days	$ _____	$ _____	$ _____
1st Option Period: 366 Days	$ _____	$ _____	$ _____
2nd Option Period: 365 Days	$ _____	$ _____	$ _____
3rd Option Period: 365 Days	$ _____	$ _____	$ _____
4th Option Period: 335 Days	$ _____	$ _____	$ _____

16. Reserved
17. Delivery/Redelivery Bonuses: Must be Explained by Offeror

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

LAYDAYS PROPOSED

18. Laydays Proposed:	19. Estimated Readiness Date:

VESSEL DATA

20. Voluntary Intermodal Sealift Agreement (VISA) Status of Offeror and Vessel(s): SELECT ONE Offeror IS a VISA Participant — Vessel(s) offered IS (ARE)) Enrolled in VISA Offeror HAS APPLIED to be a VISA Participant — Vessel(s) offered WILL BE Enrolled in VISA Offeror IS NOT a VISA Participant — Vessel(s) IS (ARE) Not Enrolled in VISA	
21. Vessel type and, if applicable, MARAD design type:	
22. Place built	23. Year built: Flag:
24. INMARSAT:	25. Vessel's e-mail:
26. Call Letters:	27. IMO number:
28. Net registered tonnage:	29. Panama Canal tonnage :
30. Gross registered tonnage:	31. Suez Canal tonnage :
32. Beam (extreme) a. (ft.) b. (m)	33. Length Overall: a. (ft.) b. (m)
34. Immersion (on draft in Box 36): a. (LT/in) b. (t/cm)	35. Length between perpendiculars: a. (ft.) b. (m)
36. Summer mean draft: a. (ft.) b. (m)	37. Deadweight capacity (on draft in Box 36): a. (LT) b. (t)
38. Displacement, loaded (on draft in Box 36): a. (LT/in) b. (t/cm)	39. Summer Load Line Freeboard: a. (ft.) b. (m)
40. Shaft Horsepower/kilowatts: a. (HP) b. (kW)	41. Brake Horsepower/kilowatts: a. (HP) b. (kW)
42. Nationality of Master/Officers/Crew:	43. Number of persons other than crew that can be carried:
44. Classification society entered and class assigned:	
45. Insured value of vessel (USD):	46. Vessel's present position/destination:
47. Last dry-dock date (mm/dd/yy):	48. Next dry-dock date (mm/dd/yy):
49. MarAd subsidized vessel: Yes _____ No _____ **Will not be subsidized after post award sale.**	

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

CARGO CAPACITY (as applicable)

50. Total grain cubic capacity (cu ft. / cubic meters' underdeck, exclusive of deep tanks, wing tanks, reefer spaces, and spaces fitted with cell guides):
51. Total Bale cubic capacity (cu ft. / cubic meters' underdeck, exclusive of deep tanks, wing tanks, reefer spaces, and spaces fitted with cell guides):
52. Number of tween decks:
53. Cargo Space
a. Square footage of cargo space (note particularly total ft^2, ft^2 with 10 ft. clearance, ft^2 underdeck, Ro/Ro Space): b. Square meters of cargo space (note particularly total m^2, m^2 with 3.048 m clearance, m^2 underdeck, Ro/Ro Space):
54. Total underdeck container capacity (TEU/FEU):
55. Total on-deck container capacity (TEU/FEU):
56. Total refrigerated-container capacity (TEU/FEU, including number/style of outlets):
57. Reefer-space capacity (cu ft. / cu meters):
58. Deep-tank capacity (cu ft./cu meters/bbls):
59. Capacity of spaces fitted with cell guides (TEU):
60. Amount and location of permanent ballast carried:
61. General description of ramps (number, location, size, capacity, and type): (note particularly weight of heaviest permissible vehicle in LT or t)

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

VESSEL CAPACITY (continued)

62. General description of vessel spaces and special features:

Decks: number, size in ft^2 and cu ft.; size in m^2 and cu m; strength in psf/kPa; arrangement

Holds and Hatches: number and size

Hatch Covers: number, size, composition, and type

Underdeck Height Restriction

Description of lashing points; lashing and securing gear; type; description; and amount aboard

Barge-Stowage Particulars

Float-on / Float-off Particulars

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

GEAR

63. Number/location/SWL capacity of winches, derricks, booms, and cranes:

CASUALTIES / DEFICIENCIES / WARRANTS

64. Has vessel been involved in any serious grounding or collision within twelve months from the submission date of this proposal? (include full description if "yes")
65. Are any deficiencies lodged by any regulatory body outstanding against the Vessel? (include full description if "yes")
65A. Identify any port(s) in which you have any active arrest warrants or similar actions pending that would delay the vessel from performing, or otherwise prevent the vessel from free entry/departure.

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

FUEL CONSUMPTION AT SERVICE SPEEDS

66. Average warranted speed (knots, for laden, moderate weather):	67. Average warranted speed (knots, for ballast, moderate weather):
68. Average fuel consumption (net bbls at 60 deg F and grade(s): for laden, moderate weather passage at speed identified in Box 66):	69. Average fuel consumption (net bbls at 60 deg F and grade(s): for ballast, moderate weather passage at speed identified in Box 67):
70. Auxiliaries underway fuel consumption (net bbls at 60 deg F and grade(s), only if not elsewhere identified):	71. Idle fuel period fuel consumption (net bbls at 60 deg F and grade(s)):

FUEL CONSUMPTION AT VARIABLE SPEEDS

Average fuel consumption (net bbls at 60 deg F for all grades and all engines/auxiliaries utilized while underway over moderate-weather passages at the speed, ranges, and grade(s) indicated):

72: Grades Consumed:

73 A. Knots	**LADEN** Net bbls per mile	Net bbls per day	Operating Range (NM)	73 B. Knots	**BALLAST** Net bbls per mile	Net bbls per day	Operating Range (NM)
08				08			
09				09			
10				10			
11				11			
12				12			
13				13			
14				14			
15				15			
16				16			
17				17			
18				18			
19				19			
20				20			
21				21			
22				22			

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

FUEL GRADE

74. Minimum vessel fuel specifications

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

CONTINUATION

75. Space for continuation of responses (refer to prior box numbers):

	Vessel(s):
Solicitation Number (date): N3220526R6057	Contract Number (date):

CONTINUATION

75. Space for continuation of responses (refer to prior box numbers):

PART II. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DOW DEVIATION 01 FEB 26) (tailored pursuant to FAR 12.205(b))

(a) *Definitions*. (TAILORED) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. Additional contract-specific definitions are listed in Part IV.

(b) *Inspection/Acceptance*. (TAILORED)

1. <u>In General</u>

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

(A) Condition and operability of all cargo handling gear including standing and running rigging, cranes, booms, gantries, and status of regulatory body inspections of same;

(B) Condition and operability of navigation, communication, and environmental protection equipment and existence of appropriate technical manuals and onboard spares;

(C) Condition (tightness and preservation) of hull, deck plating, superstructure, divisional bulkheads and the operability of ground tackle;

(D) General material condition and maintenance of the Vessel;

(E) Condition, operability, and certification of required safety and firefighting equipment;

(F) Operability and safety of engineering spaces and equipment;

(G) Bunker survey;

(H) Condition of all equipment required under this Charter;

(I) Condition (tightness and preservation) of cargo access equipment including hatch covers, between-deck covers, doors, ramps, ports, and elevators;

(J) Condition of holds.

(ii) The Government further reserves the right to have the Vessel surveyed at any time by an independent surveyor.

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

(iv) The Vessel horsepower identified in Boxes 40 and 41 shall, if required by the Contracting Officer, be verified by an independent surveyor approved by the Government.

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

3. Service Inspection

(i) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may –

(A) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(B) Reduce the contract price to reflect the reduced value of the services performed.

(ii) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may –

(A) By contract or otherwise, perform the services and charge the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(B) Terminate the contract for default.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. (TAILORED) Changes within the general scope of any of the terms and conditions of this Contract may be ordered by the Contracting Officer. If any such change causes an increase or decrease in the cost of performance, such change will be the subject of a bilateral modification to the Contract. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*.(TAILORED)

1. Excepted events. Neither the Vessel, her Master, the Owner, nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process provided bond is promptly furnished to release the Vessel; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; or explosion. The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist Vessels in distress, and to deviate for the purpose of saving life or property, or to go into dry dock or into ways with or without cargo, passengers or other personnel, as applicable, onboard.

2. Notification. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth

the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

3. Reservation. The exceptions identified in subparagraph (1) above shall not be such as to affect the Owner's warranties respecting the condition of the Vessel, or the Owner's obligations respecting the services specified under this Charter. Defaults of subcontractors at any tier or the Owner's failure to perform due to a labor disruption, labor dispute, or strike shall not constitute excepted events under subparagraph (1).

(g) *Invoice*. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b) and DFARS clause 252.232-7006.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

1. *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

2. *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

3. *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

4. *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

   i. Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

      (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

      (B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and

ii. Provide a copy of the remittance and supporting documentation to the Contracting Officer.

5. *Interest*.

i. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

ii. The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

iii. *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

iv. If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

v. Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

vi. The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

vii. The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

6. *(TAILORED)* All invoices' shall include documentation supporting at a minimum, the following:

i. Provide conversion rate of foreign currency to US dollar on the last date of services rendered (copy of online currency conversion website).

ii. For port expense invoices provide cover sheet to supporting documentation that states only those services for charterer's account in the foreign currency and conversion to US dollar on the last date of services rendered.

iii. Limit one port visit per invoice submission, multiple port visit invoices will be rejected.

iv. For any port expense presented in a foreign language, the following conditions must be satisfied to be considered for Government reimbursement:

(A) At a minimum, all port charges for which reimbursement is sought must be translated into English. In lieu of direct translation on the invoice, an itemized list of the charges in English is acceptable. This list must clearly identify and cross-reference with supporting documentation for each charge.

(B) All invoices and accompanying supporting documents must be clear, legible, and easy to understand. Any invoice or supporting document that is not readily comprehensible will be rejected.

(j) *Risk of loss*. (TAILORED)

1. Carriage of Goods by Sea Act (COGSA). Except as otherwise specified herein, the Owner, Vessel, and Charterer in all matters arising under this Charter Party shall be entitled to the like privileges, rights, and immunities (from the time the cargo is loaded until the time it is discharged from the Vessel) as are contained in 46 U.S.C. App. 1300-1315. However, any references in COGSA to (a) notices of loss or damage or (b) limitation-of-action periods shall not apply to this Charter Party. For purposes of this Charter Party, the term "carrier" as used in COGSA shall mean "the Owner" and the term "shipper" shall mean "the Charterer."

2. Containers. For purposes of the application of COGSA, goods shipped in containers that are stowed on deck shall be deemed shipped under deck. With respect to the limitation of liability provisions of COGSA, a container shall be considered a single package only if bulk cargo is stored therein. For non-bulk cargo shipped in containers, the limitation of liability provisions of COGSA shall apply to each package within a container or, for non-packaged cargo, to each measurement ton of cargo within the container. See also III(j) (Deck Cargo).

3. Package limit. Except in the case of containerized cargo, for purposes of the application of COGSA, in the case of any loss or damage to or in connection with goods exceeding an actual value of $500 per package, or in the case of goods not shipped in packages, per measurement ton, the value of the goods shall be deemed to be $500 per package or per measurement ton, and the Owner's liability, if any, shall be determined on the basis of the value of $500 per package or per measurement ton, unless the nature of the goods and a valuation higher than $500 shall have been declared in this Charter Party and, in such case, if the actual value of the goods per package or per measurement ton shall exceed such declared value, the value shall nevertheless be deemed to be the declared value. Should the Charterer declare valuation higher than $500.00 per package or per measurement ton, the Charterer shall direct the Owner to obtain increased cargo legal-liability coverage on said higher-declaration cargo, with the expense of any additional premia and incurred deductibles therefore for the Charterer's account.

4. Other statutes. The Owner and the Vessel shall have the benefit of all limitations of and exemptions from liability accorded the Owner by any U.S. statute or rule of law for the time being in force (except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or to the extent such statute or rule of law is subordinate to any statutorily mandated provision of this Charter Party by operation of law).

5. Fire. Neither the Owner nor any corporation owned by, subsidiary to, or associated or affiliated with the Owner shall be liable to answer for or make good any loss or damage to the cargo occurring at any time and even though before loading on or after discharge from the Vessel, by reason or by means of any fire whatsoever, unless such

fire shall be caused by its design or neglect or unless such wholly owned, subsidiary, or associated corporation serves as underwriter for the Owner and the policy between the Owner and underwriter provides coverage for such liability.

(k) *Taxes*. (TAILORED) The contract price includes all applicable Federal, State, and local taxes and duties except as otherwise provided in this Charter Party.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*.(TAILORED)

1. The Government may terminate this Contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.

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

3. The rights and remedies of the Government herein are in addition to any other rights and remedies provided by law or under this Contract."

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. (TAILORED)

1. General. The Owner warrants that the Vessel performing under this Charter Party shall be in full conformity with the requirements of this Charter Party, from the time of delivery and thereafter during the currency of this Charter Party. In particular the Owner warrants that the Vessel is as described in Part I of this Charter Party and, if required under this Charter Party (see DFARS 252.247-7025 at VIII(b)(20) concerning requirements for reflagging work in U.S. shipyards), that the Vessel shall be under U.S. flag upon delivery. Should any specification of the Owner in the Contract be in excess of a required specification elsewhere in this Contract, the Owner's specification shall prevail over the required specification.

2. Regulatory compliance. The Owner warrants that the Vessel and all Associated Equipment shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or place(s) it is contemplated that the Vessel will be ordered hereunder. The Vessel shall additionally operate in compliance with the International Maritime Dangerous Goods Code. The Vessel shall be delivered and maintained in the highest class of a recognized classification society and be in compliance with all current safety, health, and pollution regulations promulgated by appropriate authorities, including the latest applicable ISO/IMO regulations. The Owner further warrants that the Vessel shall have onboard all certificates, records, or other documents required by the aforesaid conventions, laws, regulations, and requirements, including a Certificate of Financial Responsibility meeting the requirements of the U.S. Coast Guard (USCG) and promulgated pursuant to the U.S. Federal Water Pollution Control Act, as amended, and/or the Oil Pollution Act of 1990.

3. Complement. The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Masters, Officers, and crew with adequate training and experience in the operation of all of the Vessel's equipment.

4. Fuel and speed warranty.

   i. Moderate weather: service speeds.

      A. Laden. The Owner warrants that, unless otherwise ordered by the Charterer, the Vessel is capable of maintaining, throughout the period of this Charter Party, the average speed in knots identified in Box 66 on any given moderate-weather passage from sea buoy to sea buoy while fully laden to summer marks. On any such passage as just described at the average speed identified in Box 66, daily fuel consumption in net barrels at 60 degrees Fahrenheit shall be at the average rate(s) identified in Boxes 68 and 70, for the grade(s)/viscosity (ies) therein identified to be consumed.

B. Loitering. The Owner warrants that, unless otherwise ordered by the Charterer, the Vessel is capable of maintaining, throughout the period of this Charter Party, the average speed in knots identified in Box 67 on any given moderate-weather passage while in a loitering condition. On any such passage as just described at the average speed identified in Box 67, daily fuel consumption in net barrels at 60 degrees Fahrenheit shall be at the average rate(s) identified in Boxes 69 and 70, for the grade(s)/viscosity(ies) therein identified to be consumed.

ii. Moderate Weather: Variable Speeds. For periods during which the Charterer orders the Vessel to operate at speeds other than those identified in Boxes 66 or 67, the Owner warrants that the Vessel's total fuel consumption (including all auxiliaries) in net barrels at 60 degrees Fahrenheit at those ordered speeds in moderate weather shall be at the average rates identified in Box 73 for the stated speed, range, and load conditions for the grade(s)/viscosity(ies) therein identified to be consumed.

iii. Auxiliaries. The Owner warrants that the Vessel's fuel consumption (underway/steaming/laden) in net barrels at 60 degrees Fahrenheit for all auxiliaries, in addition to any fuel consumption identified in Boxes 68 or 69 shall be at the average rate identified in Box 70 for the grades/viscosities therein identified to be consumed, regardless of speed or weather conditions.

iv. Idle Periods. The Owner warrants that the Vessel's fuel consumption in net barrels at 60 degrees Fahrenheit during all periods at anchor or alongside berth shall be at the average rate identified in Box 71, for the grade(s)/viscosity(ies) therein identified to be consumed.

5. Pollution Prevention and Safety Compliance. Owner warrants that the Vessel is in full compliance with the United States Oil Pollution Act of 1990 (OPA 90) and all applicable U.S. Coast Guard (USCG) regulations for safety and pollution prevention, including those regulations in 33 CFR Parts 155, 156, and 164, and amendments thereto. Owner warrants that it has submitted a Vessel Response Plan (VRP) for the Vessel, which complies with OPA 90 and with USCG regulations. Owner further warrants that the Vessel will be operated in full compliance with the legally applicable VRP requirements and any future VRP requirements. Owner further warrants that the Qualified Individuals listed in the VRP of the Vessel are readily available and their contract telephone numbers can be given to Charterer immediately upon request. Owner will provide evidence of such compliance within three working days from the date of the fixture.

6. Communications/Navigation Equipment. Vessel shall be equipped with all navigation equipment required by USCG or flag state (if non-US Flag) as appropriate and in full compliance with all international requirements and regulations. Vessel must also have INMARSAT, facsimile and email capability and, if not included elsewhere, contractor shall provide contact numbers for same on award. Vessel shall

provide a minimum committed information rate (CIR), for satellite communications capability, of 1024/1024 Kbps to support connection of Department of Defense embarked unclassified and classified voice and data communications capabilities.

7. Financial Responsibility. Owner warrants that it has secured, and carries aboard the Vessel, a Vessel Certificate of Financial Responsibility (Water Pollution) issued by the USCG in accordance with 33 C.F.R. 138.65.

8. Remedies. Should actual performance or readiness condition of the Vessel show any failure to satisfy one or more warranties or other Charter requirements not due to the fault of the Charterer, the hire may be equitably decreased, this Charter may be terminated, or the Vessel may be placed off-hire, at the Charterer's option so as to indemnify the Charterer to the extent of such failure. However, in all cases the Owner shall bear the cost of excessive fuel consumption resulting from the Owner's breach of its fuel warranties. The foregoing remedies shall not limit other recoveries available under law or within this Charter.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence. (TAILORED)* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

1. Information set forth in the Boxes (Part I) of Attachment (01) and Attachment (02);
2. Paragraphs (c), (e), (g), (i), and (q) of FAR 52.212-4 (as tailored);
3. The clauses at SPECIALTIME Part VI;
4. Any remaining addenda or portions thereof within this solicitation or Contract;
5. The Standard Form 1449;
6. Solicitation provisions if this is a solicitation;
7. Other documents, exhibits, and attachments.

(s) *Unauthorized obligations*.

1. Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

i. Any such clause is unenforceable against the Government.

ii. Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

iii. Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

2. Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded *using* other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

2. The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

PART III. SPECIAL TIME TERMS AND CONDITIONS (Addendum to FAR 52.212-4)

(a) CHARTER HIRE

(1) Hire Rates. Charter hire for services under this Charter Party shall be payable at the applicable rates stipulated in Boxes 13 – 15 and shall be earned at the expiration of each fifteen (15) days of the charter period. Except as otherwise provided herein, said hire rates shall be considered payment in full for all services of the Vessel and Associated Equipment under this Charter including all messing and berthing for PWS specified government personnel, overtime (including but not limited to crew overtime/penalty time required for the opening and closing of hatches), penalty time, bonuses, payments, and emoluments payable to Master, Officers, and crew for services under this Charter, irrespective of the geographic scope of said service and including the carriage of ammunition and hazardous cargoes. Said hire rates are exclusive of the costs of fuel and port charges, which are addressed at IV(p) (Fuel) and IV(n) (Port Charges and Expenses) below, respectively, and other stevedoring costs such as loading, securing and discharging cargo, which are addressed in III(g) (Loading and Discharging) below.

(2) Loss of Vessel. Should the Vessel be either lost or missing and presumed lost, Charterer may, at its sole discretion, terminate this Charter, in which case hire shall cease to be payable at the time of the loss or, if said time is unknown, at the time of the Vessel's last received communication. Similarly, should the Vessel become a constructive total loss, Charterer may, at its sole discretion, terminate this Charter, in which case hire shall cease to be payable at the time of the casualty resulting in the constructive loss. The Vessel shall be considered missing and presumed lost when, after a reasonable lapse of time, it fails to reach its next scheduled port and reasonable efforts to contact it fail.

(3) Off-hire. The owner shall not invoice for charter hire or other charter expenses as outline in this charter party during periods of off-hire without Contracting Officer's prior written approval.

(b) MISSION

To the extent consistent with the Vessel's certification and applicable regulation, the Vessel may be employed worldwide for any lawful mission. The Vessel shall work day and night when and as ordered by Charterer.

(c) REPORTING REQUIREMENTS

Charterer Instructions. The Charterer shall furnish the Master with all requisite instructions and sailing directions in writing, including the COMSC "Standard Operating Manual" (SOM) COMSCINST 3121.9 Series. The Master shall exercise due diligence to observe all such orders and instructions of the Charterer with respect to the Charterer's employment of the Vessel's services. Vessel must meet all MSC requirements for reporting. Reports required of the Vessel include, without limitation, the following:

(i) Movement reports (see SOM, section 2-4-1);
(ii) Pre-arrival reports (see SOM, section 2-7-3);
(iii) Casualty reports (see SOM, section 4-3);
(iv) Defense Readiness Reporting System-Navy (see SOM, Section 4-1); and
(v) Position Reports. (See SOM, section 2-4-2). Vessel shall provide position/status reports in-port and at-sea every six (6) hours daily at 0000, 0600, 1200, and 1800 hours local Eastern Time (GMT-5 EST/GMT-4 EDT). Position reports shall be issued by electronic mail to the addresses designated in the cargo orders as issued by the appropriate Program Office or Area Command.

MSC Area Commands and MSCHQ may require additions or deletions to the addressees on the Position Reports and may require additional reporting requirements. These reports must include the Vessel's Speed of Advance and the ETA to the next port.

(d) CREW

(1) Conduct of Master, Officers, and Crew. The Master, Officers, and crew shall be appointed or hired by the Owner and shall be deemed to be the servants and agents of the Owner at all times except as otherwise specified in this Charter. The Master of the Vessel shall be under the Charterer's direction with regard to the employment of the Vessel, but shall not be under the Charterer's orders with regard to the navigation, care, and custody of the Vessel. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, Officers, or crew, the Owner shall, upon receiving the particulars of the complaint, investigate the matter and resolve the issue to the satisfaction of the charterer. Any and all additional costs including but not limited to attorney's fees incurred as a result of removal of such personnel shall be for the Owner's account.

(2) Qualifications. The Master, Officers, and crew shall be U.S. citizens to the extent required by U.S. law (if Vessel is U.S.-flag) and shall be conversant with English, and in possession of valid and current certificates, licenses, and documents.

(3) Identification Cards. In the event Government identification cards are issued to Master, Officers and crew, the Contractor shall be responsible for tracking and, upon redelivery of the Vessel, returning all cards.

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

U.S.C. 3261 – 3267, as implemented by DoD Instruction 5525.11, "Criminal Jurisdiction over Civilians Employed by or accompanying the Armed Forces outside the United States." Reference is made to Secretary of Defense memo dated 10 March 2008; "UCMJ jurisdiction Over DoD Civilian Employees, DoD Contractor Personnel, and Other Persons Serving with or Accompanying the Armed Forces Overseas During Declared War and in Contingency Operations."

(5) Combating Trafficking in Persons (CTIP). Contractors are required to complete a CTIP checklist, when requested by the Contracting Officer, for the government to verify the contractor is not engaging in any CTIP prohibited activities and report dates completed to Contracting Officer or designated person.

(e) MARAD CONSTRUCTION DIFFERENTIAL SUBSIDY (CDS)

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

(f) RESERVED

(g) LOADING AND DISCHARGING

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

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

(3) Detention or Standby. If by reason of the Owner's failure to use diligence to keep the Vessel in a thoroughly efficient state of hull, machinery, equipment, personnel, and other particulars relating to the seaworthiness of the Vessel, the Charterer incurs cost of

stevedoring detention or standby time in connection with the loading or discharging of cargo, such costs shall be for the account of the Owner.

(4) Lighterage. Lighterage, if any, will be at the risk and expense of the Charterer, except as otherwise provided herein.

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

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

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

(h) OIL POLLUTION SPILL

(1) Pollution Damage. Where an escape or discharge of oil occurs from the Vessel and threatens to cause pollution damage to coastlines, Charterer may, at its option, and upon notice to Owner or Master, undertake such measures as are reasonably necessary to prevent or mitigate such damage, unless Owner promptly undertakes same. Charterer shall keep Owner advised of the nature of the measures intended to be taken. Any of the aforementioned measures actually taken by Charterer shall be at Owner's expense except to the extent that any such escape, discharge, or threat was caused or contributed to by Charterer. If Owner considers such measures should be discontinued, Owner shall so notify the Charterer and thereafter neither the Charterer nor its nominee shall have any right to continue said measures under the provisions of this paragraph and all further liability to Charterer under this paragraph shall thereupon cease, except that Charterer may continue such measures at Owner's expense if Owner does not undertake reasonable measures to prevent or mitigate damages.

(2) Reservation. The above provisions are not in derogation of such other rights as Charterer or Owner may have under the provisions of this Charter including but not limited to IV(g) (Insurance) hereof, or may otherwise have or acquire by law or any international convention.

(i) SAFETY IN LOADING AND DISCHARGING CARGO

Attention of the Owner is directed to the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., as amended, and to the standards promulgated there under by the Secretary of Labor.

(j) RESERVED.

(k) CLEANING

(1) Delivery. Upon delivery in accordance with IV (b) (Delivery) below, all holds, containers, and spaces designated for cargo carriage shall be cleaned and ready to receive lawful cargo.

(2) Redelivery. Upon redelivery of the Vessel in accordance with IV(c) (Redelivery) below, the holds and spaces of the Vessel (and those deep tanks the last use of which was made by the Charterer) shall be swept clean by the Charterer with refuse removed, unless during the period of this Charter the Vessel has carried in these spaces cargo with respect to which custom requires more complete cleaning, in which case the Charterer shall give such spaces the required cleaning.

(l) SPAIN-GIBRALTAR PROHIBITION

Owner agrees as a condition of this contract that the vessel will not proceed to Gibraltar for any purpose for its next port call after departing a Spanish port, even if the vessel is off-hire

or if the charter has concluded and the ship was redelivered to the owner in Spain. Owner also agrees as a condition of this contract that the vessel will not proceed to Spain for any purpose for its next port call after departing Gibraltar, even if the vessel is off-hire or if the charter has concluded and the ship was redelivered to the owner in Gibraltar.

(m) PRESS RELEASE

Owner/Offeror agrees not to issue any press releases related to the charter, post-award, pre-delivery/loading, or post-redelivery/ discharging without the approval of MSC.

(n) RESERVED

(o) HEALTH AND SAFETY

Owner/Offeror agrees that crew and other embarked personnel may be ordered by the charterer to stay aboard the vessel during port visits under this charter as deemed necessary by the charterer or local government authorities. Further, the Owner/ Offeror agrees that the charterer may limit access to the vessel by any shore-side personnel upon the vessel's port calls during this charter.

(q) AGENCY APPOINTMENT REPORT

Post award and after MSC has provided vessel itinerary, owners shall nominate agents as soon as practical and provide MSC appointed agent's full style contact information for operational coordination of port call. Agent shall provide a statement of facts (SOF) for each day the vessel in port and a summary of fact of the events occurred after each port call.

(r) VESSEL ACCOUNTING REPORT

Vessel owner shall provide an accounting report to the COR for each month on hire and not later than the 25th of each month. This report shall include descriptions and dollar amounts of cost incurred that month for charter's items, to include item description and pending invoice amounts with contract CLINs incurred that month.

(s) OWNER(S) CONSIDERATION FOR VESSEL DELAY

Vessel owner(s) who notify the Government that a vessel is going to be late or request to modify the layday(s) after contract award, due to no fault of the Government, shall provide consideration for the delay or request.

PART IV. TIME CHARTER COMMON TERMS AND CONDITIONS (addendum to FAR 52.212-4)

(a) GENERAL DEFINITIONS

About – With respect to the charter period, +/- 10%; Redelivery within -10% shall not constitute a termination for convenience and charter hire is only payable through vessel redelivery.

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

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

Associated Equipment - Construed to include all Contractor-owned and Contractor-furnished equipment, supplies, fixtures, and tackle necessary for performance under this Charter Party.

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

Cancelling Date - Identified in Box 5 of Part I.

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

CEC – Contractor Establishment Code

CFE - Contractor-Furnished Equipment

CFR - Code of Federal Regulations

Charter - Interchangeable with "Charter Party" and "Contract".

Charter Hire – Daily rate paid for use of the vessel during the charter; interchangeable with Hire Rate and Per Diem.

Charterer - The United States of America.

Charter Party - This document when executed; interchangeable with "Contract" and "Charter".

Charter Party Date - Identified in Box 31c of SF 1449.

CHOP - Charterer's Option

CLC - Convention on Civil Liability for Oil Pollution Damage, 1969

CLIN – Contract Line Item Number

COGSA - Carriage of Goods by Sea Act. 46a U.S.C. Chapter 28

Commencing Date - Identified in Box 5 of Part I.

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

COMSCINST - COMSC Instruction

Contract – Interchangeable with "Charter Party".

Contracting Officer - Identified in Boxes 31a and 31b of SF 1449.

Contractor - Interchangeable with "Owner".

CONUS – Continental United States. Consists of 48 contiguous states and Alaska.

COR - Contracting Officer's Representative - (DFARS 202.101) - means an individual designated (in accordance with subsection 201.602-2 of the DFARS) and authorized in writing by the contracting officer to perform specific technical or administrative functions.

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

Crew - Of the Vessel identified at Box 7.

CS – Contractor Security

Cu ft. - cubic foot [1 cubic foot equals 0.028317 cubic meter]

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

DOD – U.S. Department of Defense

DWT – Deadweight tonnage (Owner's account for any and all costs to meet port restrictions)

ETA - Estimated Time of Arrival

FAR - Federal Acquisition Regulation (issued by the Department of Defense, General Services Administration, and National Aeronautics and Space Administration)

FCC - Federal Communications Commission

FHEX - Fridays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation. See SSHEX.

FHINC - Fridays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be included in the time computation. See SSHINC.

FPCON – Force Protection Condition

Ft - Foot/feet [1 foot equals 0.3048 meter]

Full Operational Status (FOS) - Vessel manned and provisioned, all Associated Equipment operational, and Vessel prepared in all respects to perform her mission in accordance with this Charter, whether or not so ordered (see IV(q) (Reduced Operational Status (Lay-up) in SPECIALTIME)

FY – Fiscal Year. 1 October to 30 September.

GFP - Government-Furnished Property

Government - The United States of America; interchangeable with "Charterer".

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

Hire Rate – Daily rate paid for use of the vessel during the charter; interchangeable with Charter Hire and Per Diem.

HP – horsepower [1 HP equals 0.745799 kW]

IMDG – International Maritime Dangerous Goods Code

IMO - International Maritime Organization

In. - Inch (es) [1 inch equals 25.4 mm/2.54 cm]

Kg - kilogram [1 kg equals 2.20 pounds]

Km – kilometers

kPa - kilo Pascal [1 kPa equals 20.886 psf]

KW - kilowatts [1 kW equals 1.34 horsepower (HP)]

LASH - Lighter-aboard-ship Vessel type

Laydays - The span of Commencing and Cancelling dates identified in Box 5.

Lb. - Pound [1-pound equals 0.453592 kg]

LT - Long ton, of 2,240 pounds' weight [1 long ton equals 1.016047 metric tons]

m – Meter [1-meter equals 3.28 feet]

m^2 – square meter [1 square meter equals 10.764 square feet]

m^3 - cubic meter [1 cubic meter equals 0.883 measurement tons/35.314 cubic feet]

MarAd – U.S. Department of Transportation, Maritime Administration

Master - Of the Vessel identified in Box 7 of Part I.

mm - millimeter [1 millimeter equals 0.039 inch]

Moderate Weather - Conditions up to sustained winds of Beaufort Force 5 and sea state 4(any day during which sustained winds of Beaufort Force 5 or above are encountered for more than six hours shall not be considered a "moderate-weather" day for purposes of fuel or speed warranties made under this Charter).

MOL - More or Less

MOLCHOP - More or Less at Charterer's Option

MOLOO - More or Less at Owner's Option

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

MT - Measurement Ton (40 cubic feet volume)

NM- Nautical Miles

NMCARS - Navy Marine Corps Acquisition Regulation Supplement

NOR - Notice of Readiness

OCONUS – Outside Continental United States

Office hours - From 0800 hours until 1700 hours' local time on a Working Day.

OO - Owner's Option

Owner - That entity or entities exercising commercial control of the Vessel identified in Box 7; interchangeable with “Contractor” and “Offeror” and to include the disponent owners and all the shipowner’s and the disponent owner’s agents, employees, independent contractors, Master, Officers, and crew.

Per Diem – Daily rate paid for use of the vessel during the charter; interchangeable with Charter Hire and Hire Rate.

P&I - Marine protection and indemnity insurance

Paying Office - Identified in Box 18a of SF 1449.

Per Diem - Daily rate paid for use of the vessel during the charter; interchangeable with Charter Hire and Hire Rate.

Place - Any berth, dock, anchorage, submarine line, alongside any vessel or lighter or any other place whatsoever to which the Charterer is entitled to direct the Vessel hereunder.

Psf - Pounds per square foot load measure [1 psf equals 0.0478803 kPa]

QAR - Quality Assurance Representative; interchangeable with “Charterer’s inspector” and “Charterer’s representative”.

Readiness - See SPECIALTIME IV (i).

RFP - Request for Proposals; interchangeable with "solicitation".

RO/RO - Roll-On/Roll-Off loading/discharging process.

SDWT - Deadweight capacity, to assigned summer mean draft.

SHEX - Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation with the following time so excluded:

(a) from 1700 hours’ local time on Saturday until 0800 hours’ local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours’ local time on Thursday until 0800 hours’ local time on the following Saturday will be excluded);
(b) from 1700 hours’ local time on the day proceeding a holiday until 0800 hours’ local time on the following working day.

SSHEX - Saturdays, Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation, with the following time so excluded:

(a) from 1700 hours' local time on Friday until 0800 hours' local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours' local time on Thursday until 0800 hours' local time on the following Saturday will be excluded);
(b) from 1700 hours' local time on the day proceeding a holiday until 0800 hours' local time on the following working day.

SHINC - Sundays, U.S. holidays and holidays observed at the port (whether national or local) to be included in the time computation. See SSHINC.

SSHINC - Saturdays, Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be included in the time computation, with time counting:
(a) from 1700 hours' local time on Friday until 0800 hours' local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours' local time on Thursday until 0800 hours' local time on the following Saturday will count);
(b) from 1700 hours' local time on the day proceeding a holiday until 0800 hours' local time on the following working day.

SOLAS – Safety of Life at Sea

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

SWL - Safe Working Load

t - Metric Ton (1 metric ton equals 0.9842064 long ton)

TEU - Twenty-foot equivalent Unit (container volume measure)

TIN - Taxpayer Identification Number

USCG - United States Coast Guard

USD - U.S. dollars

Vessel - Identified at Box 7

VISA – Voluntary Intermodal Sealift Agreement

WOG - Without Guaranty

(b) DELIVERY

(1) Laydays. The Vessel and all Associated Equipment shall be delivered to the Charterer at a port or place in accordance with Box 2 not later than 1600 hours local time at place of delivery on the canceling date stated in Box 5, the Owner giving written notice of readiness during office hours to the appropriate Government representative at the port or place of delivery on a working day (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, shall not be considered working days), unless otherwise specified. Government inspection of the Vessel shall be completed within a reasonable amount of time thereafter, not exceeding twenty-four (24) hours after proper tender of the notice of readiness, (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, excepted in the computation of said twenty-four hour period). Hire shall commence upon acceptance of the Vessel by the Charterer but not before the commencing date stated in Box 5, unless approved in writing in advance by the Contracting Officer. The Charterer shall have the liberty to cancel this Charter at no cost to the Government should the Vessel or Associated Equipment not be ready in accordance with the provisions hereof by the canceling date stated in Box 5, said cancellation to be declared not later than twenty-four (24) hours after 1600 hours local time at place of delivery on the canceling date stated in Box 5, should the Vessel not be ready by that time. This paragraph shall not limit any right of the Government under this Charter Party or any right to take any other action authorized by law.

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

(c) REDELIVERY

Unless lost, the Vessel shall be redelivered at a port or place in accordance with Box 3.

(d) PORTS/PLACES

(1) Safety. The Charterer shall exercise due diligence to order the Vessel to safe berths or places (or alongside vessels or lighters reachable on her arrival and designated/procured by the Charterer) that the Vessel can approach, lie at, and depart from always accessible, always afloat. The Charterer shall not, however, be deemed to warrant the safety of any berth or place and shall not be liable or accountable for any loss, damage, injury, or delay resulting from any unsafe condition at any berth or place unless caused by the Charterer's failure to exercise due diligence as aforesaid. Any lightering will be at the expense of the

Charterer; however, in the event the Charterer directs the Owner to arrange for lighterage services, the Owner shall make all necessary arrangements therefore.

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

(e) CHARTER PERIOD

This Charter Party shall be for the period designated in Box 4, commencing upon the Charterer's acceptance of the Vessel and continuing until either the date of her redelivery or the completion of the voyage then current, at the Charterer's sole option. Any option periods shall be in direct continuation; shall be without guaranty at the Charterer's sole option; and shall be declared as specified in VIII(c)(2) and (3). Optional periods may be declared at any time prior to redelivery of the Vessel.

(f) DRY DOCK

(1) General. The Owner, at its expense, shall dry dock, clean and maintain the Vessel's bottom and propeller, and make all overhaul and other necessary repairs properly to maintain the Vessel in class, maintain the Vessel in compliance with IV (b) (2) (Condition) above and the warranties of II (o) (Warranty) above, and otherwise to keep the Vessel tight, staunch, and strong, and in thoroughly efficient order and condition. For such purpose of dry dock, the Charterer shall allow Vessel to proceed to an appropriate port upon sixty days' prior notice to the Contracting Officer. All towage, pilotage, fuel, gas freeing if required, water, and other expenses incurred while proceeding to and from dry dock shall be for the Owner's account.

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

(g) INSURANCE

(1) Vessel Owner's Insurance.

i. During the full period of this Charter Party, Contractor shall maintain marine insurance coverage on the Vessel, including:

A. Hull and Machinery,
B. Protection and Indemnity (P&I) (including pollution liability),
C. War Risk Hull and Machinery,
D. War Risk Protection and Indemnity (P&I), and
E. Second Seaman's War Risk. (The principal sum of which shall be $200,000.00 per Master, Officer, or crew member (this is also the loss-of-life benefit)).

Except as otherwise expressly provided in Paragraph (3) below or as expressly provided in the section entitled "War" (H-1), all expenses for such insurance coverage (including but not limited to premiums, additional premiums, calls, commissions, overspill claims, advancements, assessments, deductibles, and all other insurance costs regardless of Charterer or Contractor fault, neglect, action or inaction, or cause of claim or cost whatsoever) shall be for Contractor's account and shall be deemed to be included in the hire payable under this Charter Party. Contractor shall make insurance claims under applicable policies for all damages, injuries, or claims arising from or related to this Charter when directed by Charterer regardless of Charterer's fault, neglect, action, inaction, or breach of clauses, obligations or warranties (express, implied or otherwise) of this Charter Contract.

☒ At least 10 calendar days prior to delivery of Vessel, Contractor shall provide the Contracting Officer copies of policies or cover notes evidencing that required coverage has been obtained and demonstrating that the coverage is consistent with the requirements of this section. Contractor's failure to provide the required policies or cover notes may be considered material breach of this Contract.

ii. Contractor agrees to indemnify and hold harmless the Charterer for all liability, costs, or expenses arising from or related to this contract and involving covered risks and losses under the terms of the insurance required in G-1.1 above. Contractor shall obtain an endorsement on all of Contractor's insurance policies listed in Section G-1.1 by which Contractor's Insurer "waives all rights of subrogation against the United States of America regardless of amount."

iii. If Vessel is sent beyond the limits of American Institute Trade Warranties under this Charter Party, the Charterer agrees to reimburse the Contractor for the actual extra cost of additional premiums and/or increased deductible levels to the extent such extra cost is occasioned by the Vessel's trading beyond such limits. Contractor shall immediately notify Charterer whenever any sailing orders will send the Vessel beyond such limits, shall identify to Charterer any anticipated additional cost of insurance relating thereto, and shall obtain Charterer's approval to proceed beyond such limits prior to doing so. If

Contractor fails to provide the notifications required or to obtain Charterer's informed prior approval, Charterer shall not be required to reimburse the Contractor for the costs described in this paragraph. The issuance of sailing orders, by itself, does not constitute approval in advance by Charterer.

iv. All policies shall contain an endorsement stating that "in the event Insurer receives from Vessel Owner any notice of cancellation or any notice of material change to the policy or its coverage, the cancellation or change shall not be effective until 30 days after written notice thereof is provided to Charterer's Contracting Officer by the Insurer (unless such change is directed by the Charterer's Contracting Officer)." Additionally, Contractor shall immediately notify Charterer of any change whatsoever in coverage.

(2) Charterer Named Additional Assured on Owner's Hull Policy, War Risk Hull Policy, and Second Seaman's War Risk Policy.

i. The United States of America (as Charterer) shall be named as an additional assured with waiver of subrogation under the Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, and Second Seaman's War Risk policy.

☒ A. At least 10 calendar days prior to delivery of vessel, Contractor shall provide the Contracting Officer copies of policies or cover notes evidencing that the required coverage has been obtained. Contractor's failure to provide the required policies or cover notes may be considered material breach of this contract.

ii. "Other than owner" and "as owner" limitations. If Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy contain(s) any provision limiting coverage under the policy only to liabilities arising as owner of the vessel, Contractor shall arrange for such limiting provision to be stricken from the policy.

If Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy contain(s) any provision designed to limit the effect of striking "other than owner" or "as owner" provisions as required in this Paragraph ii., such provisions shall also be amended to ensure Charterer is provided full benefit of the insurance for its acts as Charterer.

(3) P&I Insurance for Charterer's Risks or Time Charterer Protection and Indemnity (P&I) with P&I War Risk Coverage.

i. Contractor shall obtain P&I Insurance for Charterer's Risks or a Time Charterer Protection and Indemnity policy/entry with P&I War Risk coverage for the United States of America (as Charterer) covering all risks typically covered by P&I Insurance for Charterer's Risks or Time Charterer Protection and Indemnity entries with P&I War Risk coverages in Protection and Indemnity associations that are members of the International

Group. Except as otherwise expressly provided in the section entitled "War," all expense of such policy/entry described in this section (including but not limited to premiums, additional premiums, calls, commissions, overspill claims, advancements, assessments, deductibles, and all other insurance costs regardless of Charterer or Contractor fault, neglect, action or inaction, or cause of claim or cost whatsoever) shall be for Contractor's account and shall be deemed to be included in the hire payable under this Charter Party. Contractor shall make insurance claims under the Time Charterer Protection and Indemnity policy/entry described in this section when directed by Charterer.

☒ A. At least 10 calendar days prior to delivery of Vessel, Contractor shall provide the Contracting Officer a copy of the policy. Contractor's failure to provide the required copy of the policy may be considered material breach of this Contract.

☒ B. The Time Charterer Protection and Indemnity policy/entry with P&I War Risk coverage shall provide coverage of $500,000,000.00.

ii. Charterer shall not be obliged to declare to the insurer all ships chartered by it. Contractor will advise the insurer that the Charterer will not declare all ships chartered by it to the insurer, and shall obtain an endorsement on the policy stating, "the United States of America, as Charterer, is not required to declare to [insert insurer name] all ships chartered by it."

(4) Contractor to Indemnify. If Contractor fails to name the United States as additional assured with waiver of subrogation on Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy as required by Section G-2; or fails to obtain for the United States the P&I Insurance for Charterer's Risks or Time Charterer P&I policy/entry with War Risks coverage required by Section G-3; the Contractor shall indemnify and hold harmless the Charterer for all liability, costs, or expenses involving covered risks and losses under the required insurance policies/coverage.

i. Contractor shall not, through action or inaction (including but not limited to failing to meet all conditions of a policy, causing through action or inaction cessation of a policy, or violating any warranty of a policy), vitiate or void the coverage afforded by the Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, Second Seaman's War Risk policy, or the coverage afforded by the Time Charterer Protection and Indemnity policy/entry with P&I War Risk coverage. If any such policy is vitiated or voided by Contractor's action or inaction as described in this Paragraph i., Contractor shall indemnify and hold harmless the Charterer for all liability, costs, or expenses, which would have been covered by the policy, had such policy or coverage remained in full force and effect.

ii. In the event Contractor fails to strike "other than owner" or "as owner" provisions per Section G-2.2, fails to amend supplemental limiting provisions as described in Section G-2.2.1, or fails to amend provisions limiting payment or coverage as described in Section

G-2.3, Contractor shall indemnify and hold harmless the Charterer for all liability, costs, or expenses which would have been covered by Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, and Second Seaman's War Risk policy had such provisions been stricken or amended as required.

(h-1) WAR

(1) Voyage Instructions. Operating limits of the Vessel subject to this Contract shall be worldwide. If the Vessel is ordered under this Charter Party to any port, place, zone, or route involved in a state of war, warlike operations or hostilities, civil strife, or piracy (whether there be a declaration of war or not) where it might be reasonably expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), pirate, or terrorist, it shall be unreasonable for the Contractor not to prosecute said voyage if insurance against said risks is then available commercially or under a Government program, or if the Government offers the Contractor indemnification against said risks pursuant to Public Law 85-804 (72 Stat. 972, August 28, 1958).

(2) The Contractor shall immediately notify the Charterer: (i) whenever any sailing orders will result in the Vessel subject to this Contract being sent beyond the limits of the War Risk Trading Warranties of insurance policies required under this contract (to include entry into a war risk exclusion zone or when the Vessel will enter, sail for, or deviate towards the territorial waters of any of the Countries or places or any other waters described in the Lloyd's Joint War Committee's current Hull War, Strikes, Terrorism and Related Perils Listed Areas); (ii) if there are any changes to the War Risk Trading Warranties of insurance policies required under this contract (including changes to the exclusion zones or the Hull War, Strikes, Terrorism and Related Perils Listed Areas) or changes to War Risk premiums, charges, or deductibles; or (iii) whenever additional premium charges or costs will be incurred as a direct result of compliance with any sailing orders issued by the Charterer under this Contract. The Contractor shall ensure that the insurers provide it relevant information in a timely manner. If the Contractor has given this required notice to the Charterer, the Charterer will reimburse the Contractor for the increase in costs (if any) of insurance premiums, charges, or deductibles which arise from the Vessel sailing beyond the applicable War Risk Trading Warranties (including changes to the war risk exclusion zones) when entry into any exclusion zone or Hull War, Strikes, Terrorism and Related Perils Listed Areas under such insurance has been approved in advance by the Charterer. The issuance of sailing orders, by itself, does not constitute approval in advance by the Charterer. The Charterer may give the Contractor notice and instructions concerning suspension of commercial War Risk insurance coverage and substitution of Government indemnity or Government War Risk insurance as detailed in the section entitled "Government War Risk Insurance/Indemnity" below.

(3) Additional Wage Costs. The Charterer shall reimburse Contractor for the cost of provable additional master and crew wages (including all additional bonuses and payments required) to the extent that such additional costs arise directly from exposure of the Vessel, and/or Vessel's master and crew, to the risks described in the paragraph entitled "Voyage

Instructions" above. However, any of said wages or payments shall not exceed in amount that which would be payable, under applicable laws and regulations, to U.S. civil service mariners in the employ of the Military Sealift Command in a similar port, place, zone, or route. Contractor shall notify Charterer of all anticipated additional wage costs prior to entering any location which would trigger such additional costs; and no such costs shall be reimbursable unless Charterer, after notification of such costs, provides approval to enter such location.

(4) Insurance Nonavailability. If no commercial or Governmental insurance is available for service under this Charter Party covering the risks identified in subparagraph (1) above, Vessel shall not be required to enter or remain at any port, place, zone, or route subject to said risks; Charterer in such case shall have the right to order the Vessel to other port(s) or areas consistent with Boxes 2 and 3 herein.

(h-2) GOVERNMENT WAR RISK INSURANCE/INDEMNITY

(1) General. Upon receipt of notice and instructions from the Contracting Officer, as specified in the last sentence of Section H-1.2 of the section entitled "War (H-1)" above, concerning suspension of commercial War Risk insurance coverage and substitution of Government indemnity or Government War Risk insurance, the Contractor shall, as soon as practicable, contact its insurance brokers or underwriters and arrange for the suspension of its commercial War Risk insurance upon entry of the vessel into, or extension of stay of the vessel in any area(s) excluded by the War Risk Trading Warranties, or when the vessel will enter, sail for, or deviate towards the territorial waters of any of the Countries or places, or any other waters described in the Lloyd's Joint War Committee's current Hull War, Strikes, Terrorism and Related Perils Listed Areas, as the case may be, subject to resumption of its commercial War Risk insurance upon exiting such area(s). In such instances, the Contractor shall accept the Government's indemnity or Government War Risk insurance, whichever is applicable, in lieu of such commercial War Risk insurance. The Contractor shall ensure that the suspension of its commercial War Risk coverage is coincident with the time that any Government indemnity or Government War Risk insurance becomes effective, and shall likewise ensure that its commercial War Risk insurance is resumed at the time when any Government indemnity or Government War Risk insurance becomes ineffective. The Contractor shall retain the same risks, such as deductibles (if any), that it has under its commercial insurance.

(2) Government War Risk Insurance. Under the authority of 46 U.S.C. § 53905, the United States Maritime Administration (MARAD), at the request of Commander, Military Sealift Command, may furnish the following war risk insurance coverage, which will be effective during the Vessel's transit under this Contract in areas which are in war risk exclusion zones, or waters described in the current Lloyd's Joint War Committee Hull War, Strikes, Terrorism and Related Perils Listed Areas, or otherwise excluded under the Contractor's commercial marine War Risk trading warranties, and which are designated by notice from the Contracting Officer to the Contractor:

i. War Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased-value policies effective on Charter Party date, a copy of which current hull policies shall be furnished to Charterer;

ii. War Risk Protection and Indemnity coverage, insured at a value of either (A) 150% of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date or (B) $50,000,000.00, whichever is greater but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date;

iii. War Risk Second Seaman's coverage, the principal sum of which shall be $200,000 per Master, Officer, or crew member (this is also the loss-of-life benefit);

iv. War Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date. The sum insured by this policy, including the amount of lost time that is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed the hire rate(s) (that would have been in effect under this Charter Party during the period of time that the vessel was off-hire because of a covered War Risk), over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy.

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

(i) READINESS

Readiness is a required service of the Vessel. Readiness shall be defined as the ability of a Vessel and Associated Equipment to perform the function for which designed, built, or chartered, including the ability to deploy immediately, whether or not so ordered to perform. If there is a degradation of this readiness, such that actual performance or condition of the Vessel or Associated Equipment shows any failure to satisfy one or more of the Owner's warranties or renders the Vessel in less than a fully efficient state, the hire will be proportionately decreased so as to indemnify the Charterer to the extent of such failure, this Charter Party to remain otherwise unaffected. Failure of the parties to agree upon the extent of the proportional decrease in hire shall be a dispute under the clause entitled "Disputes" incorporated herein by reference in Part II (d) above. Nothing in this clause shall limit the rights of the Charterer to place the Vessel off-hire pursuant to IV (j) (Off-Hire) below.

(j) OFF-HIRE

(1) General. In the event of the loss of time resulting from deficiency and/or default of men including but not limited to misconduct, illness, injury, strikes, labor disruptions, lockouts, deficiency of stores; fire; breakdown of or damages to hull, machinery, or

equipment; collision; stranding; grounding; detention by authorities; average accidents to Vessel or cargo unless resulting from inherent vice, quality, or defect of the cargo; repairs; inspections; dry docking for the purpose of examination or painting bottom; or deviation for the purpose of landing any ill or injured person onboard other than any passenger, supercargo, or military personnel who may be carried at the Charterer's request; or by any other cause whatsoever preventing the full working of the Vessel; the payment of hire shall cease for all time lost until the Vessel is again ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. Should the Vessel deviate or put back during a voyage contrary to the orders or directions of the Charterer for any reason, the hire is to be suspended from the time of her deviating or putting back until she is again ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. When the period of time lost to the Charterer on any one occasion is less than four consecutive hours (or 12 consecutive hours while in prepositioning service), the hire shall not be reduced for such period.

(2) Costs for Owner. The cost of fuel consumed while the Vessel is off-hire, as well as all port charges, pilotages, and other expenses incurred during such period and consequent upon the putting in to any port or place other than that to which the Vessel is bound, shall be borne by the Owner. All fuel used by the Vessel being driven into port or to shallow harbors or to rivers or ports with bars, the delay of the Vessel and/or expenses resulting there from shall be for the Charterer's account. See paragraph IV (p) (5) *infra*.

(3) Delays/Excessive Fuel Consumption. If upon any passage the Vessel (i) fails to make the warranted speed in Boxes 66 and 67 or if her warranted fuel consumption exceeds that in Boxes 68-71 and Box 73, either or both of which are due to defect in or breakdown of any part of her hull, machinery, or equipment; casualty; or inefficiency of Master, Officers, or crew or their failure to proceed with utmost dispatch, and (ii) is delayed more than 12 hours, the hire for the time lost and any cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice shall be for the Charterer's account.

(k) SUPERCARGO AND GOVERNMENT DESIGNATED REPRESENTATIVES

(1) Charterer's Option. The Charterer shall have the right to assign supercargo (supercargo as used herein is both plural and singular) and other Government designated representatives aboard the Vessel for duty purposes to the extent that accommodations and United States Coast Guard certification (when applicable) allow and in accordance with COMSC Instruction 3121.9 Series. The Owner shall provide berthing support as required by the applicable Performance Work Statement (PWS). No dedicated berthing space is required, and berthing may be shared with crewmembers as necessary. The Owner shall provide meals to Government designated representatives when assigned to the Vessel for 24-hour operations, in accordance with the PWS. Meals shall be of reasonable quality, quantity, and nutritional value consistent with vessel capabilities, and meal times shall be adjusted as necessary to support operations. Meal reimbursement shall be conducted in accordance with the PWS. The Owner shall collect payment for

meals directly from Government riders at the rates specified therein and shall not invoice the Government for meals. The Owner shall provide receipts to Government riders for all meals served. The Government particularly reserves the right to put a representative onboard the Vessel, with the pilot, at the approach to a discharge port (or otherwise as mutually agreeable) to inspect the Vessel and to monitor the unloading; reimbursement for accommodations and/or victualling is to be as described above.

(2) Military Personnel. In addition to the carriage of personnel noted in subparagraph (1) above, the Charterer shall have the right to assign other military personnel aboard the Vessel. Such personnel are not to require victualling or berthing facilities from the Vessel unless requested by the military commander aboard, in which case berthing and messing shall be provided in accordance with the PWS. The Owner shall provide sufficient lifesaving equipment for such personnel in accordance with SOLAS and all other applicable regulatory requirements.

(3) Charterer's Liability. The Charterer shall be liable to the Owner for any loss of the Vessel's fittings or appurtenances or any damage to the Vessel, her fittings, or appurtenances caused by the act of supercargo or Government designated representatives in the embarkation, carriage, or debarkation of supercargo or Government designated representatives to the extent such loss or damage is not payable under the Vessel's insurance policies. However, the Charterer shall not be liable for such damage unless written notice specifying such damage and, if obtainable, the name of the party or parties causing such damage shall have been given to the Charterer or its authorized representative within a reasonable time.

(4) Owner Conditions Not Authorized. The owner shall impose no additional conditions or requirements beyond those contained in this contract on supercargo or government personnel who are aboard the vessel in the conduct of their duties. Under no circumstance shall the owner require supercargo or other government personnel to execute any type of waivers or indemnity agreements as a condition of their presence aboard the vessel.

(5) Cadet Training. As required by 46 U.S.C. § 51307, the Owner/Operator of U.S. flag vessels shall participate in programs for Merchant Marine cadet training under the sponsorship of, and in accordance with the policies and procedures of, the United States Merchant Marine Academy (USMMA) and shall carry on this vessel at least 2 USMMA cadets, if available, on each voyage. The USMMA will determine whether it has cadets available for cadet training. Cadet wages, berthing, training, subsistence, and transportation shall be solely the responsibility of the Owner/Operator. If USMMA cadets are not available, the Owner shall participate in programs for Merchant Marine cadet training under the sponsorship of, and in accordance with the policies and procedures of, accredited state academies. The state academies will determine whether they have cadets available for cadet training. Available positions shall be distributed as equally as possible among the requesting schools. Cadet wages, berthing, training, subsistence, and transportation shall be solely the responsibility of the Owner.

(l) TIME LOST

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

(2) Excessive Time Lost. The Charterer may by written notice cancel this Charter at no cost to the Government whenever, in any given 365-day period, for any reason whatsoever, more than 30 days are lost except for time lost as a result of the causes set forth in IV(h)(1) (War) above. Failure to cancel this Charter after thirty days are lost shall be without prejudice to any other rights of the Charterer, or any later right of the Charterer to cancel this Charter Party.

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

(m) NEGLIGENCE OF PILOTS

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

(n) PORT CHARGES AND EXPENSES

(1) Expenses for Charterer. The Government anticipates providing pier space and associated port services at Government facilities for the duration of the charter. Accordingly, the Contractor should not expect routine port charges or services requiring reimbursement.

In the event the Vessel is directed by the Government to utilize commercial port facilities or services, the following shall apply:

Wharfage, dockage, canal tolls, dues, taxes, and similar port charges and Agency fees, provided not incurred for the convenience of the Vessel or the Owner, shall be for the Charterer's account. The Charterer shall pay all pilotage charged to the Vessel; however, in no case shall the Charterer reimburse the Owner for pilotage paid to the Master or other members of the crew. Surveyors or consultants as mutually agreed may be retained under this Charter in order to facilitate fact-finding in respect of actual or potential claim actions or for inspections or surveys generally discussed.

All such costs shall be subject to prior approval of the Contracting Officer and reimbursed in accordance with applicable Reimbursable CLIN provisions of this contract.

Absent Government direction to utilize commercial port facilities or services, port-related costs shall be considered included in the charter hire and shall not be separately reimbursable.

(2) Reimbursement. All of the charges incurred for the Charterer's account as noted in subparagraph (1) above shall be paid by the Owner if so required by the Charterer. The Charterer shall thereafter reimburse the Owner for such charges in accordance with II (i) (Payment) above and IV(y) (Reimbursable Supplies and Services (Charters)) below.

(o) OWNER'S OBLIGATION

(1) Provisions, Insurance, Wages, Fees, and Other Expenses. The Owner shall, unless otherwise provided herein, provide and pay for all provisions; deck, engine room, and galley stores; lube oil; garbage and non-cargo slop removal/disposal; fresh water; insurance on the Vessel; wages of, transportation of, and services for Master, Officers, and crew and consular fees pertaining to them in accordance with IV(n)(1) (Port Charges and Expenses) above. The Owner will be responsible for all port charges associated with the foregoing.

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

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

(p) FUEL

(1) Delivery Bunkers. Upon delivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount and grade of fuel on board at the time of delivery with such additional verification as the Contracting Officer may require and the Charterer shall pay the Owner for such fuel at the current market price at the port of delivery upon certification and verification of such statement by the Contracting Officer, except that for charters where the vessel receives no bunkers during the course of the charter, the Charterer shall reimburse Owner for the amount of fuel used during the Charter at the current market rate at delivery port at time of delivery. The Charterer shall pay for the on-hire bunker survey if performed by an independent surveyor and required by the Contracting Officer. The Owner shall provide additional bunkers as may be required by the Charterer prior to the acceptance of the Vessel by the Charterer; and the Charterer shall reimburse the Owner

all costs directly connected with the bunkering of the additional fuel, including but not limited to lighterage, dockage and similar charges, and taxes related therewith. The vessel's fuel cost will be reconciled at the end of the charter for charters less than 45 days or when it is anticipated that the vessel will not need to bunker during the time of charter.

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

(3) Fuel Oil Sampling and Testing.

a. For charters exceeding six months, the Owner shall provide and install a "continuous drip-type" fuel oil testing flange to obtain fuel samples. The Charterer shall bear all costs for fuel testing. The Charterer will provide to the Owner all sample bottles, primary sample containers, seals, and prepaid mailers necessary for collecting and testing bunker fuel. During each bunkering, the Owner shall be responsible for collecting the primary sample by IMO MARPOL VI specified continuous drip sample method, and then generating four individual samples from the primary sample. All samples shall be clearly labeled, sealed and serialized. The four individual samples consist of the 1) MARPOL, 2) Off ship Lab, 3) Vendor and 4) Off ship retest samples. The Owner shall retain the MARPOL sample in accordance with MARPOL VI regulations, mail the Off Ship Lab sample to the Charterer's designated fuel lab using the prepaid mailer, offer the Vendor sample to the fuel supplier, retain the Off Ship Retest sample until the later of the time that the fuel is consumed or 90 days. The Owner shall record the serial numbers and disposition of all sample bottles in the Ship's Log.

b. For charters of six months or less, the Owner shall perform and bear all costs associated with fuel testing. At a minimum the Owner shall collect, seal, and serialize a MARPOL VI retained sample and an Off Ship Test sample. The Owner shall have the off ship sample tested in accordance with ISO 8217:2005 (or most current version) for the fuel bunkered. All test results shall be forwarded by email to msc.mschq-fuel.fct@navy.mil .

c. Testing laboratory confirmation of compatibility and specifications of newly on-board delivered fuel shall constitute acceptance by Owner. The Vessel shall not be off-hire in the event of delay resulting from the supply of fuel found to be off specification, unless for want of due diligence by Owner. If the Owner loads such fuel on the Vessel at his own expense, the Charterer shall reimburse the Owner the reasonable expenses of such loading.

(4) Owner's Purchase of Fuel. The Owner shall, if directed by the Charterer, purchase fuel for the Vessel, in which case the Charterer shall reimburse the Owner the cost of all fuel (excluding lube oils and slop removal) procured by the Owner and loaded in the Vessel during the period of this Charter. If the Owner is required to incur costs under this

paragraph by the Charterer, the Charterer shall thereafter reimburse the Owner for the reasonable expenses of such fuel upon presentation of properly certified vouchers, supporting receipts, and other documentation, which justify the charges as fair and reasonable in accordance with II (i) (Payment) above. The Owner shall not, however, be reimbursed any amount in excess of the current market price of such fuel at the place of loading plus all reasonable expenses incurred by the Owner in loading said fuel on board the Vessel. The title to all fuel for the cost of which the Owner is entitled to be reimbursed hereunder shall automatically pass to and vest in the Charterer upon delivery to the Owner or upon the happening of any other event by which title passes from the vendor or supplier thereof to the Owner, in the case of any such fuel which is purchased for the performance of this Charter. The Charterer shall be afforded all benefits of Owner's contracts for its fuel requirements, including but not limited to any savings addressed in IV (aa) (Savings) below.

(5) Off-Hire. If the Vessel should go off-hire during the period of this Charter, the Owner shall present to the Contracting Officer a statement certified by it or its authorized agent showing the amount of fuel on board at the time the off-hire period commenced and the amount of fuel on board when the off-hire period ended. The Charterer shall be credited for the cost of the fuel consumed during the off-hire period and reasonable expenses incurred in loading such fuel, with such costs based upon costs at the previous refueling point.

(6) Redelivery. Upon redelivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount of fuel on board at the time of redelivery. A bunker survey conducted by an independent bunker surveyor approved by the Charterer shall be performed at the port of redelivery or such other place as the Charterer shall direct, at Owner's time and expense. The Charterer shall be credited with the value of fuel on board at the time of redelivery, computed at the current market price at the port of redelivery, except that for charters where the vessel receives no bunkers during the course of the Charter, the Charterer shall reimburse Owner for the amount of fuel used during the Charter at the current market rate at delivery port at time of delivery. The vessel’s fuel cost will be reconciled at the end of the charter for charters less than 45 days or when it is anticipated that the vessel will not need to bunker during the time of charter.

(7) Reasonable Expenses. The term "reasonable expenses" as used in this paragraph, shall mean all reasonable costs excluding crew overtime which are necessarily incurred in loading said fuel on board the Vessel such as expenses incurred at tanker terminal; loading fuel from lighters, barges, or other craft used as lighters, including lighterage, lighter demurrage, or detention incurred; cost of shifting lighters for the convenience of the Vessel, handling lighter lines; and such similar expenses which the Charterer shall find were necessarily incurred in the loading of fuel on the Vessel during the period of this Charter.

(q) REDUCED OPERATIONAL STATUS (LAY-UP)

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

(2) Notice to Owner. The Charterer shall give the Owner written or electronic notice or, in the event notice is given by telephone, written or electronic confirmation of exercise of the right specified in subparagraph (1) above, including with said notice an estimate of the duration of the ROS period. Such notice shall also specify the time at which the period of ROS is to commence, which time shall not be less than 48 hours subsequent to the receipt of such notice by the Owner or its representative. The Charterer shall give the Owner written or electronic notice or, in the event, notice is given by telephone, written or electronic confirmation of termination of the period of ROS. Such notice shall specify the time at which such period shall terminate, which time shall be at least 72 hours (Saturdays, Sundays and holidays excluded) subsequent to the receipt of said notice by the Owner or its representative; provided, however, that by agreement between the Owner and the Charterer the Vessel may be returned to FOS before the time specified in the notice of termination of the reduced operational period.

(r) WAIVER OF CLAIMS

All claims whatsoever under this contract must be submitted to the Contracting Officer pursuant to the clause entitled "Disputes" within six months of the accrual of the claim. All claims not so submitted shall be deemed waived by the Owner.

(s) CHARTER NOT A DEMISE

Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer, the Owner under this Charter retaining complete and exclusive possession and control of the Vessel and her navigation.

(t) SUBCHARTER

The Charterer shall have the right, without the prior written consent of the Owner, to subcharter or agree to subcharter the Vessel under any form of time or voyage charter. If the Charterer shall enter into any such charter, the Charterer shall nevertheless remain responsible for the performance of this Charter. Any such subcharter shall include a provision that it is subject to the provisions of this Charter.

(u) GENERAL AVERAGE

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

(v) SALVAGE

(1) All salvage moneys earned by the Vessel during the period of this Charter shall be divided equally between the Owner and the Charterer after deducting Master's, Officers' and crew's shares, legal expense, Vessel hire lost, if any, as a result of the salvage service, value of fuel consumed (which shall be paid in full to the Charterer from the salvage award), repairs of damage, if any, and other extraordinary loss or expense sustained as a result of the salvage service. Charter hire shall continue to be paid by the Charterer during deviations for the purpose of performing salvage service.

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

(3) In providing such services, the Navy, through the Charterer, agrees to waive all claims for “pure” or “bonus” salvage. Instead, the Charterer shall be entitled to the following:

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

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

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

(w) LIMITATIONS

The Owner shall have the benefit of all limitations of and exemptions from liability accorded to the Owner or Chartered Owner of the Vessel by any statute or rule of law for the time

being in force except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or such statute or rule of law limiting the Contractor's liability is subordinate to any statutorily mandated provision of this Charter Party by operation of law. Nothing in this Charter Party shall operate to limit or deprive the Owner of any statutory exceptions or limitation of liability (against parties other than the Charterer) on the theory of personal contract or otherwise.

(x) ALTERATIONS

The Charterer shall be at liberty to make any additional alterations it may require beyond what is onboard at the commencement of this Charter, such work to be done at the Charterer's expense and on its time. The Charterer shall thereafter, during the period of this Charter, leave the Vessel in her original condition, ordinary wear and tear excepted, provided that the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal. The Charterer shall be at liberty to install any equipment or defensive armament (including demagnetization by installed equipment or other process, e.g., degaussing, wiping, or deperming), to install any additional gear or equipment for loading, carrying or discharging cargoes, and to repaint the Vessel.

Such work shall be done at the Charterer's expense and on its time and shall not be such as to be in contravention of any applicable law of the United States or regulation made pursuant thereto. Such equipment, armament, materials, and gear so fitted are to be considered "Government Property" under the terms of FAR clause 52.245-1 at III(b)(3). The Charterer shall, during the period of this Charter, remove the same together with any alterations and additions thereto at its expense and time and shall restore the Vessel to her condition and color prior to such changes, ordinary wear and tear excepted. The Government shall have the right to abandon in place any alteration or Government furnished property, unless the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal.

☐(check as appropriate) Portable Accommodation Modules (PAM). Charterer personnel often perform work in government provided temporary spaces on the vessel including MILVAN's and shipping containers. These are classified as PAM by ABS. The contractor shall support the installation of fire detection, general alarm, public address, and sanitary piping as may be needed in order to ensure compliance with CG-ENG Policy Letter 01-16 dated April 29, 2016. Sensors and associated alarm system and annunciator wiring shall be provided to the Charterer for placement in each module. Provision of alarm services and routine testing costs will be included in the vessel charter hire rate. Charterer will provide advance notification when the installation of PAM is required due to mission requirements, and coordinate delivery and placement with the vessel owner with due consideration for regulatory agency notifications that may be required.

(y) REIMBURSABLE SUPPLIES AND SERVICES (CHARTERS)

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

(2) To be eligible to receive reimbursement for services and supplies identified in this Contract as reimbursable items and obtained in support of this Contract, the Contractor must obtain at least three quotes for each transaction in excess of $3,500.00 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. In the case of fuel purchases, unless directed otherwise by the Contracting Officer, the Contractor shall provide the documentation listed in subparagraphs (i) through (iii) below to the Contracting Officer for approval prior to purchasing fuel. For purchases of services and supplies and other than fuel, the Contractor need provide the aforementioned documentation only when requested by the Contracting Officer. The Contractor shall maintain documentation of all reimbursable purchases until three years after the Contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.

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

(3) The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the “Disputes” clause of the Contract. It shall be the Contractor’s burden to demonstrate that the price it paid for reimbursable supplies and services was fair and reasonable.

(4) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each Reimbursable Supplies and Services CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period

specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered.

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

(6) Port-related costs are only reimbursable when expressly authorized in accordance with Part IV (n).

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

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

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

(z) STANDARDS OF APPEARANCE

It is important that the Vessel operation meet the highest possible standards of appearance and Vessel smartness. To this end, the Owner and operator will institute a continuous program of Vessel maintenance. The hull, decks, deckhouse, and all appurtenances will be cleaned and preserved as necessary and painted as required. The interior of the Vessel's deckhouses will be maintained in a clean and orderly state, with all equipage properly and securely stowed. The main and auxiliary machinery spaces will be kept clean and free of excessive accumulations of oil and debris. All spaces will be lighted to allow safe operation and correct maintenance of machinery and equipment.

(aa) SAVINGS

The Owner agrees that any refunds, rebates, credits, discounts, insurance payments, or other amounts (including any interest thereon) accruing to or received by the Owner under this Charter shall be paid by the Owner to the Government to the extent that they are properly allocable to costs, expenses, or reimbursements for which the Owner has been reimbursed by the Government under the terms of this Charter. The foregoing shall apply to any savings to the Owner resulting from a fleet reduction, applied on a pro rata basis.

(ab) LAW GOVERNING

This Charter Party shall be governed by the laws of the United States.

(ac) SUBSTITUTION

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

(ad) MSC SHIPBOARD ANTITERRORISM/FORCE PROTECTION MEASURES

(1) The Owner agrees that the time or voyage chartered vessel will be under the tactical control of an MSC Area Command. Extended period time charters will follow Navy OPREP reporting requirements. The Area Commander will advise the Master of the vessel of the applicable Force Protection Condition (FPCON) and security measures he is required to implement.

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

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

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

(5) Reserved.

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

(7) The Owner agrees that the Master and Embarked Security Team Mission Commander/Tactical Supervisor on watch shall work together to implement force protection measures. The Master will ensure that the Tactical Supervisor is aware of ship maneuvers. The Master shall be available to receive reports by the Tactical Supervisor of the tactical force protection picture to allow the Master to maneuver his vessel so as to best protect his vessel and crew.

(9) The Owner agrees that the Master will participate in any embarked security team mission brief that may be given upon embarkation of the Mission Commander.

(10) The Owner agrees to immediately report all FP incidents, warning shots, firing of flares, and disabling fire to the cognizant MSC Area Command. Enduring time charters will follow Navy OPREP reporting requirements. In addition, all force protection threats, actions, and incidents will be entered into the vessel's deck log or Force Protection journal as applicable.

(11) The Owner agrees that the Vessel will have an operational internal announcing system and hand-held megaphone.

(ae) PAYMENT

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

(af) SPECIAL REQUIREMENTS

(1) Ship Drawings. Unless otherwise stated, within 48 hours of delivery the Owner shall provide detailed ship drawings indicating all stowage areas, bulkheads, rooms, etc., suitable for the preparation of stow plans. These drawings shall include unusual obstructions or characteristics not readily discernable from deck drawings.

(2) Force Protection: Notwithstanding any restrictions in this Charter Party to the contrary, Owner agrees to the embarkation of up to 12 armed force protection personnel as provided for under the Force Protection clause. In the event complying with this requirement exceeds the Vessel's Certificate of Inspection (COI), Owner agrees to make

reasonable efforts to obtain within two business days of award, all appropriate waivers so as to allow the Vessel to carry such additional personnel. If Owner is unable to obtain the necessary waivers, Charterer shall have the option to cancel this Charter at no cost to the Government. The option to cancel shall be declared not later than 24 hours after the expiration of the aforementioned two-day period. The cost of any additional lifesaving equipment shall be for Owner's account.

(ag) STATUTORY EMPLOYEE

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

(ah) RESERVED

(ai) SECURITY THREAT

In the event of a security threat or incident involving the Vessel, crew or cargo during the voyage, the Vessel's Master shall report any incident immediately to the MSC Area Command in whose area the Vessel is currently located. The MSC Command Center should be contacted if cognizant Area Command cannot be reached. Contact numbers will be provided upon award.

(aj) IMMUNIZATIONS (U.S.-FLAG ONLY)

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

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

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

(c) Any Master, officer, crewmember or other individual who refuses to comply with any prophylactic or medical countermeasure requirement, including any immunization requirement, or any policy concerning the use of said prophylactic or medical countermeasure, or who for medical, personal, religious or any other reason declines or is ineligible to take or use a particular required immunization or other prophylactic or medical countermeasure, shall be removed by Owner from the Vessel as soon as possible, but not later than the next port call, and replaced, with an individual of equal or better qualifications who has, as applicable, the required immunization(s) or is eligible and willing to comply with the requirement. Any removal and replacement of personnel pursuant to this clause shall be solely at Owner's expense, including, but not limited to, travel, per diem, wages and associated administrative expenses.

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

(ak) CHANGES APPLICABLE TO FOREIGN FLAG AWARDS ONLY

(1) II(o)(1) – next to last sentence of subparagraph (1), delete the words, "and, if required under this Charter Party (see DFARS 252.247-7025 at VIII(b) (20) concerning requirements for reflagging work in U.S. shipyards), that the Vessel shall be under U.S. flag upon delivery."

(al) INVESTIGATIONS

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

(am) MILITARY EXTRATERRITORIAL JURISDICTION ACT

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

18 U.S.C. 3261 – 3267, as implemented by DoD Instruction 5525.11, "Criminal Jurisdiction over Civilians Employed by or accompanying the Armed Forces outside the United States."

(an) RESERVED

(ao) BONUSES

(1) The delivery ballast bonus identified in Box 17 is in consideration of the Vessel's timely delivery and loading at the port, place, or range stipulated in Box 2 of this Charter, said Vessel having positioned there in ballast from the area identified elsewhere in Part I.

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

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

(4) The redelivery ballast bonus identified in Box 17 is in consideration of the necessity to reposition the Vessel in ballast to its customary trading range after its redelivery at the port, place or range stipulated in Box 3 of this Charter.

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

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

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

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

(9) In the event a federal government contract or an order is awarded to this vessel after a bonus rate is established, but before it is incurred, the Government shall be entitled to adjust the bonus based on savings realized as a result of the award.

(ap) NO-COST CANCELLATION

If it shall become clear to the Owner that the Vessel will be delayed in arrival beyond the canceling date identified in Box 5, the Owner may, at the earliest 72 hours before the Vessel is due to sail for the delivery port, ask the Charterer in writing whether the right to cancel will be exercised. Upon receipt of such written notice, the Charterer shall, within 96 hours thereafter, exercise one of the following actions:

(1) This Charter may be cancelled at no cost whatsoever to either party and the parties shall be relieved of any and all further responsibilities thereunder; or

(2) The canceling date may be extended to a date mutually agreed, and all other terms and conditions of this Charter shall continue in full force and effect.

(aq) ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Military Sealift Command via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address: https://www.ecmra.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://www.ecmra.mil.

(ar) CONTRACTOR'S NOTICE REGARDING LITIGATION.

The Contractor shall provide the Contracting Officer with immediate notice of any legal action, or claim against the Government, the Vessel, the Contractor, or the Contractor's underwriters that arises from or is related to this contract. The Contractor shall also provide the Contracting Officer with immediate notice of any legal action brought by the Contractor that arises from or is related to this contract.

(as) SAFETY MANAGEMENT SYSTEM

(1) SMS Implementation Plan. Within 30 days of contract award, the Contractor shall submit to the Government an SMS implementation plan that identifies:

i. An index of procedures that will be included in the SMS.
ii. An index of documents external to the SMS, maintained aboard the ship, that relate to safety.
iii. The method for tracking, reporting, and resolving non-conformities including procedures concerning Job Safety Analysis (JSA) and Root Cause Analysis (RCA).
iv. Contact information for personnel within the Contractor's Safety Department, responsible for submitting monthly reporting requirements to the COR and PO2 Safety.
v. Contact information for the Contractor's Designated Person Ashore (DPA).
vi. A notional schedule for obtaining classification society approval of the SMS including:
vii. Implementing the SMS throughout the shore side and shipboard organizations.
viii. Conducting the internal and external audits necessary to obtain certification.
ix. The planned frequency of Management Reviews.

(2) SMS Documentation. Updates and revisions to the SMS shall be submitted to the Government as they occur. Copies of the Contractor's Document of Compliance (DOC) and shipboard Safety Management Certificates (SMCs) shall be maintained by the operating company at all times. Electronic copies of these documents shall be furnished to the Government upon issuance and endorsement. The Government shall be furnished with copies of the required third party periodic reviews as well as any Contractor responses. The Government reserves the right to periodically audit the shipboard and corporate systems in accordance with the Contractor's Quality Management System.

(3) SMS Notifications. The Contractor shall provide notification of the following Safety topics to the Government in accordance with the timelines prescribed below.

(4) Provide SMS Procedures. The Contractor shall provide electronic copies of all procedures from the approved SMS to the Government within 30 days of classification society approval. The required format for submission of the procedures is PDF or

Microsoft Word. Any updates after approval of the SMS shall be provided to the Government within 10 days.

(5) Management Reviews. The Government reserves the right to attend, as an observer, the Contractor's Management Reviews for informational purposes. The Contractor shall provide electronic notification to the Government at least 14 days prior to any scheduled reviews.

(6) Notification of Hazardous Situations (i.e." Near Miss"). Paragraph 9.1 of the ISM Code requires the Contractor's SMS to include procedures that address reporting of hazardous situations. The Contractor shall provide electronic copies of all vessel hazardous situation reports to the Government by the 7th of every month. Negative responses are also required by the 7th of every month. The Contractor may redact Personally Identifiable Information (PII) from reports. Information required in the report includes: The Date of the event, the Ship Name, a detailed Summary of the Near Miss, the Position Title(s) of Personnel Involved, Corrective Action(s) Taken, and Lessons Learned.

(7) Accident (i.e." Mishap") Reports. Paragraph 9.1 of the ISM Code requires the Contractor's SMS to include procedures for reporting mishaps. The Contractor shall submit initial notification of mishaps to the MSC Program Office and the Contracting Officer within 24 hours. Mishaps to Crew and Government mission personnel include, but are not limited to death, dismemberment, loss-of-sight, broken bones, man overboard, collision, allision, property damage, and any events that impact the mission. Within five days submit notification of less serious accidents, i.e.… lacerations, illnesses, bumps, and bruises. If a USCG form 2692 is required, the 2692 should be submitted within 5 days of the event. All blocks of the 2692 should be filled out completely to ensure thorough reporting to the government. The contractor may redact personally identifiable information (PII) from these reports. Information required in all reporting includes the date of the mishap, the ship name, and a detailed summary of the mishap, the position title(s) of personnel involved, corrective action(s) taken, and lessons learned. For mishaps involving damage to government owned property (GOP), include the dollar amount and/or initial estimate for all damaged or lost GOP.

(8) Marine Casualty Report (USCG Form 2692). The Contractor shall provide electronic copies of all Marine Casualty Reports, including Commercial Diving Incidents. Submit notification of severe Marine Casualties within 24 hours of the event, followed by the required USCG Form 2692 within 5 days. Submit notification of less serious Marine Casualties within 5 days of the event along with the USCG Form 2692. All blocks of the 2692 should be filled out completely to ensure thorough reporting to the Government. The Contractor may redact Personally Identifiable Information (PII) from these reports. Information required in all reporting includes The Date of the Marine Casualty, the Ship Name, a Detailed Summary of the Marine Casualty, the Position Title(s) of Personnel Involved, Corrective Action(s) Taken, and Lessons Learned. For Marine Casualties

involving damage to GOP, include the dollar amount and/or initial estimate for all damaged GOP.

(9) Ship Casualties (Not requiring USCG Form 2692). The Contractor shall notify the Government of all ship casualties within 24 hours of the event. Information required in all reporting includes The Date of the Ship Casualty, the Ship Name, and a Detailed Summary of the Ship Casualty, the Position Title(s) of Personnel Involved, Corrective Action(s) Taken, Lessons Learned, and the Dollar Amount and/or Initial Estimate for Repairs.

(10) Safety Meetings and Minutes. The Contractor shall conduct Monthly Safety Meetings and develop an agenda of mandatory conversation pieces for the ships under this contract. The Contractor shall provide electronic copies of all Safety Meeting Minutes to the Government within 10 days of the meeting. On occasion, the Government may communicate "hot topics" to the Contractor for inclusion in Safety Meetings.

(11) SMS Audits (Internal & External). The Contractor shall provide electronic copies of all internal and external audits performed on the Contractor's SMS to the Government within 10 days of the report being delivered.

(at) SOVEREIGN IMMUNITY

While performing ship operations, the Contractor shall ensure the Master advises foreign authorities and husbanding agents that the vessel under this contract is a sovereign immune vessel of the United States. These privileges include immunity from arrest or search (whether in foreign internal or territorial waters, or in international waters), immunity from foreign taxation, exemption from any foreign state regulation requiring flying the flag of such foreign state either in its ports or while passing through its territorial sea, and entitlement to exercise exclusive control over persons on board such vessels with respect to acts performed on board. The Contractor shall observe all guidelines found in NAVADMIN 158/16, Sovereign Immunity Policy, ALMSC 020/06 Sovereign Immunity Guidance for MSC Masters, and ALMSC 026/09, Supplemental Sovereign Immunity Guidance, all of which shall be provided upon contract award. The Contractor shall contact the Area Command for the area of operations (AO) should any foreign authority or husbanding agent request information (submission of documents or completion of forms) contrary to the US Navy and MSC sovereign immunity policies.

PART V. SPECIAL MISSION TIME ADDITIONAL CONTRACT REQUIREMENTS (AS APPLICABLE) (Addendum to FAR 52.212-4)

Unless specifically referenced in Box 6, the paragraphs that follow do not apply to this Charter Party:

(a) SECURITY CLEARANCE (REQUIRES CALLING OUT (A) OR (B)

The Owner warrants that the Vessel shall comply with all administrative requirements, including the necessary investigative actions required by the Government to obtain a Government facilities clearance for the Vessel and any other facilities necessary to carry out the terms of the Contract.

The contractor shall comply with the following references:

1. 32 CFR, Part 117 (National Industrial Security Program Operating Manual (NISPOM))
2. SECNAVINST 5510.30C (DON Personnel Security Manuals)
3. DD Form 254, Department of Defense Contract Security Classification Specification

The Contractor shall submit, in a timely manner, all information required to obtain and maintain security clearances to ensure that all Vessel crew members are cleared to receive information up to and including SECRET, as required for performance under this contract.

All personnel maintaining a security clearance and handling classified information shall complete Counterintelligence Awareness and Reporting (CIAR) training in accordance with DoD Directive 5240.06.

(A) Contractor Facility Clearance. The Contractor shall possess a SECRET facilities clearance prior to delivery of vessel.

(B) Contractor Facility Clearance. The Contractor shall possess a SECRET facilities clearance at time of proposal submission.

(b) RESERVED

(c) NAVIGATIONAL EQUIPMENT

(1) In addition to equipment required by the USCG, the Vessel shall be equipped upon delivery with the following navigational equipment:

(i) Two radars (one 10 cm, one 3 cm), one of which is Automatic Radar Plotting Aids (ARPA) capable
(ii) Global Positioning System (GPS)
(iii) Gyro Compass
(iv) Automatic Steering Device
(v) Fathometer
(vi) Speed log

(vii) Weather facsimile

(d) FUEL MONITORING

(1) A computer-generated reporting system, which monitors daily fuel oil consumption, shall be installed. At a minimum, the reporting system will show the following (automated to maximum extent practicable):

(i) Daily fuel oil consumption
(ii) Speed made good over the ground
(iii) Speed made good through the water
(iv) Average propeller RPM per day
(v) Vessel draft
(vi) Sea and weather states
(vii) Length of Day (e.g., 23, 24, 25 hours)

(2) At the end of each voyage/passage, the Contractor shall submit a summary giving the total time at sea, total distance steamed, total average speed, and total fuel consumed for the passage.

(3) The fuel oil monitoring/reporting system shall record on a daily and quarterly basis as described above. Reports and data collected by the system shall be submitted quarterly to the address provided by the Contracting Officer. The Contractor shall provide the data via e-mail and on a CD ROM compatible with MS Word and Excel. The submission shall include the file path/directory of the CD and the definition of the data elements in the file.

(4) The Contractor shall include a statement certifying the accuracy of the data contained therein as a true and exact copy of Vessel deck and engine logbooks with the quarterly fuel oil report.

(e) TIME CHARTER WAR RISK COVERAGE

Under the authority of 46 U.S.C. App. 1285, the U.S. Maritime Administration (MARAD) will furnish the following war risk insurance coverages, which will be effective during the Vessel's transit during this Charter of areas currently excluded under commercial marine insurance war risk trading warranties.

(1) War Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased-value policies effective on Charter Party date, a copy of which current hull policies shall be furnished to the Charterer;

(2) War Risk Protection and Indemnity coverage, insured at a value of either: (i) one-hundred fifty percent of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date; or (ii) USD 50 million, whichever is greater, but in no event

exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date;

(3) War Risk Blocking and Trapping Coverage;

(4) War Risk Second Seamen's Coverage, the principal sum of which shall be USD 200,000 per Master, Officer, or crewmember (this is also loss-of-life benefit).

(5) War Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date. The sum insured by this policy, including the amount of lost time that is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed the hire rate (effective under this Charter Party when the loss of time began), over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy.

(6) Terms of coverage above referenced to be in accordance with MARAD policies issued pursuant to the authority of 46 U.S.C. App. 1285 as approved by the Contracting Officer, in the form of Policy set forth in 46 CFR 308, as such form is amended.

(7) The Contractor shall provide, as a minimum, a Certificate of Insurance evidencing types and levels of insurance held. If requested by Contracting Officer, the Contractor shall provide a copy of above-mentioned policies with endorsements.

(8) Notwithstanding any other provision of this Charter Party, all other insurance shall be for Contractor's account.

(f) AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

(1) Subject to the requirements of paragraph (2) below, the Contractor shall provide at least one Automated External Defibrillator (AED) unit. Unless otherwise specified in Box 6, all AEDs must be FDA approved and be suitable for shipboard use. The Vessel's Medical Department Representative must be trained to operate and maintain the AED.

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

(g) RESERVED

(h) CREW APPEARANCE

The Contractor shall ensure that the appearance, dress, and behavior of the Officers and Crew are a credit to the Government. Accordingly, the Contractor shall establish and enforce appropriate dress and grooming standards (i.e. khakis or white coveralls for officers and dark

blue for unlicensed crewmembers, in order to distinguish officers from crew and to facilitate the identification of non-crew members).

(i) RESERVED

(j) RESERVED

(k) TUGS AND BARGES

(1) Construction. All references in this Charter Party to "Vessel" shall be deemed to refer to the Tug and Barge chartered hereunder, unless the context clearly precludes such a reading.

(2) Affreightment. This Charter is deemed to be for the purpose of Affreightment and is not a towage contract.

(3) COGSA. COGSA shall apply to this Charter as specified in II (j) (Risk of Loss). A barge will not be deemed a "package" thereunder. All cargo in barges will be deemed stowed underdeck for purpose of application of COGSA.

(l) CONTRACTOR SECURITY (CS)

This contract language is activated when specifically called out in the RFP. Even when activated, CS may only be necessary during a portion of the contract as determined by the USG and the RFP. In instances where CS necessary for the entire PoP, “award” shall refer to the award of the contract by MSC; in instances where CS is necessary only for portions of the mission’s PoP, “award” shall refer to the award of the subcontract by the prime contractor. The cost of the team for the period annotated in Part V(l)(3), shall be included in the fixed price. In the event of emergencies and in response to worldwide events, all contractors, regardless of callout in the original RFP, may be required to provide CS when so directed by the USG.

(1) CONTRACTOR SECURITY. The Government requires the Contractor to furnish armed Contractor Security (CS) with a minimum of four (4) persons, as follows:

a) Each individual shall, at a minimum:

i. Be armed with one semi-automatic or automatic rifle of 5.56 or 7.62 caliber and a minimum of 500 rounds of military-style full metal jacket ammunition. Included in the ammunition amount should be tracer ammunition for use in support of firing warning shots. See NTRP 3-07.2.2 Weapons Handling Procedures and Guidelines, Ch. 2, 4, 6, and 7 for weapon specification requirements (can be provided upon request). Be armed with one shotgun with a minimum of 20 rounds of appropriate ammunition for use against small Unmanned Aerial Systems (UAS).

ii. Meet the weapons qualifications contained OPNAVINST 3591.1 series or its equivalent.

b) The team shall have a minimum of two (2) laser dazzler devices to warn away or deter manned threats, e.g. small boats, small aircraft, helicopters, etc.
c) All team members must possess a current TWIC, or have successfully completed a terrorism check (Terrorism Screening Database) by the U.S. Government or commercial equivalent.

(2) Contractor shall provide the security support necessary to ensure mission performance. CS shall, at a minimum, perform the following:
a) Prevent any Visit, Board, Search or Seizure (VBSS) force, of as many as 15 personnel, from boarding the vessel by any means, to include but not limited to, a helicopter assault.
b) Defend the vessel against pirates or terrorists who may use 2 to 20 small vessels simultaneously attacking both sides of the vessel and may be armed with automatic weapons and rocket propelled grenades.
c) Defend the vessel against suicide-bomber attacks by manned or remotely piloted small vessels laden with improvised explosive devices.
d) Defend the vessel against remotely piloted or GPS-controlled small UAS suicide-bomber attacks.
e) Defend the vessel against any other attack designed to steal or sabotage the vessel, its cargo, or cause death or serious bodily harm of its crew or supercargo.

(3) The team shall be onboard during the duration of the portion of the voyage(s) specified in Box X. Contractor WILL PROVIDE approved firearms and ammunition for the CS as described in paragraph 1(a) above (as well as any body armor, tactical communications systems, or protective equipment for their use), and is responsible for delivery to and retrieval from the Vessel of these items. Contractor will provide berthing and victuals for the CS in accordance with the terms of this Contract. The presence of an Embarked Security Team (EST) aboard the ship at the same time as a CST does not eliminate the contractual obligations herein. If the USG decides to embark an EST, the EST will assume the lead on force protection duties, and the CST will be subordinate to their direction, through the Master, to include disarming and stowing their weapons, if required.

(4) Documentation Requirements and Timeline. The following timeline will be adhered to by all parties for the provision of notifications and documentation:
a. Not later than four (4) working days after award, or notification by the MSC KO/COR that CS is required, the contractor shall provide the following for review/approval by the Government:
i. A statement of Certification and Warranty that:
1. Security Contractor possesses a valid certification under International Standard ISO 28007, Ships and Marine Technology — Guidelines for Private Maritime Security Companies (PMSC) Providing Privately Contracted Armed Security Personnel (PCASP) On Board Ships.

2. CS team members possess a current TWIC card or has undergone a terrorism check (Terrorist Screening Data Base) by the U.S. Government in accordance with the current version of USCG Port Security Advisory 5-09.
3. Firearms that the CS team will bring onboard the vessel meet the Government‘s requirements in para. 1 above.
4. Only military-style full metal jacket ammunition will be supplied to and used by the CS.
5. All CS team members have met the qualification requirement in para. 1(a) (iii) above and will sign a CS Acknowledgment (below) prior to embarkation.

b. Upon request, Contractor shall provide the Contracting Officer (KO) / Contracting Officers Representative (COR) with substantiating documentation the Contractor has met its contractually obligated standards, e.g., list of weapons, ammunition, and qualifications for the CS, list of CS personnel assigned (including full name and TWIC number or documentation of terrorism screening in accordance with para. 1(c)) for Quality Assurance purposes within seven (7) days.

c. Contractor is responsible for the secure transmission of any personally identifiable information (PII). Questions should be directed to the Contracting Officer or the COR.

(5) Permission from Vessel’s Flag State (non-U.S. Flag). The Contractor will warrant in its proposal that it has confirmed with the Vessel’s flag state (for a flag other than the U.S.) that embarkation of an armed CS for the purposes stated in the Contract does not violate flag state law. Once so warrantied, the Contractor shall hold harmless the USG for any violations of local or flag state law or international treaties required by contract performance. The inability of a CS team to perform the contractual duties may result in non-compliance for purposes of proposal evaluation or a breach of contract terms during performance.

(6) Rules For Use Of Force & Legal Compliance. When using force, to include deadly force, CS personnel will at a minimum comply with the use of force rules found in:

a. Current version of DoD Directive 5210.56, ARMING AND THE USE OF FORCE (particularly enclosure 2 thereto);
b. Current version of SECNAV Instruction 5500.37, ARMING AND THE USE OF FORCE; and
c. Current version of ALMSC Message, Subject: RULES FOR THE USE OF FORCE BY MSC MARINERS.

The Contractor shall request copies of the above guidance from the Contracting Officer if they do not have it. Contractor shall immediately report any discharge of weapon(s) or use of force by CS personnel to the ship’s Master, Contracting Officer, and the MSC Area Commander, and shall cooperate with and ensure that CS personnel cooperate with any investigation of the incident by MSC, U.S. Navy, DOD, or other U.S. Government agency. The standing rules of engagement applicable to U.S. military members are not applicable to CS personnel.

(7) Written contract security (cs) acknowledgment of contractor, subcontractor(s), & cs personnel.

a. Prior to embarkation of the CS, all CS personnel shall sign a CS acknowledgment. The Contractor is responsible for the submission of the CS Acknowledgment by CS personnel.

b. The CS Acknowledgment to the Contracting Officer will state that:

CONTRACT SECURITY (CS) ACKNOWLEDGMENT (CSA)

The undersigned AFFIRMS by signatures (along with their printed names and dates of signature) at the bottom of this Acknowledgment, that they have read and understand the contents of this Acknowledgment, have truthfully provided any required information, and will comply with all requirements contained in this Acknowledgment.

(1) CS personnel have been briefed by the Contractor or CS subcontractor(s) and understand they will provide security on the Vessel and defend against threats to the Vessel, its crew, and DOD military cargo on board. In particular, CS personnel shall be prepared to:

a) Prevent any Visit, Board, Search or Seizure (VBSS) force, of as many as 15 personnel, from boarding the vessel by any means, to include but not limited to, a helicopter assault.

b) Defend the vessel against pirates or terrorists who may use 2 to 20 small vessels simultaneously attacking both sides of the vessel and may be armed with automatic weapons and rocket propelled grenades.

c) Defend the vessel against suicide-bomber attacks by manned or remotely piloted small vessels laden with improvised explosive devices.

d) Defend the vessel against remotely piloted or GPS controlled small UAS suicide-bomber attacks.

e) Defend the vessel against any other attack designed to steal or sabotage the vessel, its cargo, or cause death or serious bodily harm of its crew or supercargo.

(2) Unlawful or otherwise improper use of force may subject the Contractor, subcontractor(s), and their employees (including CS personnel) to criminal prosecution and/or civil liability under U.S., flag state, local, or international law.

(3) CS personnel have been briefed by the Contractor or CS subcontractor and understand limitations on the use of force. In particular, the standing rules of engagement applicable to U.S. military members are not applicable to CS personnel. When using force, to include deadly force, CS personnel will at a minimum, comply with:

i) Current version of DoD Directive 5210.56, ARMING AND THE USE OF FORCE (particularly enclosure 2 thereto);

ii) Current version of SECNAV Instruction 5500.37, ARMING AND THE USE OF FORCE; and

iii) Current version of ALMSC Message, Subject: RULES FOR THE USE OF FORCE BY MSC MARINERS.

(4) CS personnel will only use U.S. government-approved firearms and ammunition. These government-approved firearms and ammunition, as well as any body armor, tactical

communications systems, or protective equipment, will be furnished to the CS by the Contactor or CS subcontractor(s), who are responsible for delivery to and retrieval from the Vessel of these items.

(5) Contractor and subcontractor(s) acknowledge that the background and qualifications of CS personnel have been investigated, and certify these personnel are not prohibited under U.S. law to possess firearms, and all documentation provided to the Contracting Officer is accurate.

(6) CS personnel have properly filled out, signed, and provided DD FORM 2760 (**QUALIFICATION TO POSSESS FIREARMS OR AMMUNITION**) and MSC SUPPLEMENT TO DD FORM 2760. Contractor shall provide copies of these completed forms to the Contracting Officer with this CS Acknowledgment.

(7) CS personnel shall each carry a copy of the signed CSA with him or her at all times.

(8) Authorization for CS personnel to use firearms may be revoked for non-compliance with established rules for the use of force by the vessel Master or the Contracting Officer. In the event of such a revocation, the contractor shall:
   (a) Provide immediate notification (within four (4) hours) to the Contracting Officer.
   (b) Within 24-hours, provide a plan to return the CS to full capability, including providing all required documentation, certifications and Contract Security (CS) Acknowledgement for replacement personnel, for government acceptance/approval.

(9) CS personnel shall be current on all qualifications to use the specified Contractor or subcontractor-furnished and government-approved firearms and will not be issued or use any weapon with which they have not qualified (the date and types of qualification standards that individual CS personnel are in compliance with are set forth below under each of their printed names).

(m) OPTION TO PURCHASE TIME CHARTERED VESSEL

The Government has an option to purchase the vessel as stated herein. The Government may purchase the vessel following the completion of any contract period provided this option to purchase is exercised by the giving of written notice no later than the end of the then current contract period. "Contract period" means the base period or any option period following the exercise of an option under FAR 52.217-9, including any extension pursuant to FAR 52.217-8. Upon exercise of this purchase option, the Government and the Contractor shall proceed diligently to closing which shall include, inter alia, transfer of title warranted by Contractor to be free of any claims, liens, charges, or other encumbrances of any kind or nature. Closing shall occur no later than thirty (30) calendar days following the end of the contract period in which the option is exercised. The purchase price shall be the GREATER of the contractor's offered purchase price as stated in this time charter contract or the "fair market value" of the vessel at the time this option is exercised. "Fair market Value" shall be determined by an appraiser, appointed and contracted solely by the Government, who shall provide such appraisal no earlier than ninety (90) days prior to the end of the contract period in which this option to purchase is exercised.

The vessel shall be delivered to the Government at the place and time designated in the option exercise notice. If the purchase price is the "fair market value" of the vessel, then the vessel shall be delivered in the condition considered by the appraiser in determining the "fair market value." If the purchase price is the contractor's offered option purchase price, then the vessel shall be delivered in the condition that the Government accepted it at the initial time of on-hire under this time charter contract, and previously issued modifications, ordinary wear and tear excepted.

(n) **CANCELLATION FEE**

Cancellation Fee: The Contractor and Government agree the purpose of this is to induce the Contractor to offer to and to provide the required services when the Contractor otherwise would not offer to provide them because of the Contractor's inability to recover its out-of-pocket costs in the event the Government does not exercise an option to extend the term of the contract or terminates the contract for the convenience of the Government.

In the event the Government does not exercise an option to extend the term of the contract or terminates the contract for convenience, the Contractor shall be entitled to not-to-exceed cancellation costs subject to the following conditions and according to the following schedule:

Prior to Delivery (of vessel or layberth) $
Vessel Acquisition $
Reflagging $
Modification/Conversion $

During Base Performance Period $
Vessel Acquisition $
Reflagging $
Modification/Conversion $

During 1st Option Performance Period $
Vessel Acquisition $
Reflagging $
Modification/Conversion $

During 2nd Option Performance Period $
Vessel Acquisition $
Reflagging $
Modification/Conversion $

During 3rd Option Performance Period $
Vessel Acquisition $
Reflagging $
Modification/Conversion $

During 4th Option Performance Period $
Vessel Acquisition $

Reflagging $
Modification/Conversion $

"Cancellation costs" means, and only means, costs specifically identified by the Contractor in its proposal and actually incurred by the Contractor between contract award and vessel delivery to the Government including, and limited to, the following categories of costs: costs incurred by the Contractor for vessel acquisition, reflagging costs and modification, or conversion costs, and only to the extent such modification, or conversion costs were incurred in order for the vessel to meet contract requirements. The Government has sufficient working capital funds for these cancellation costs.

When requesting payment of cancellation costs, the Contractor shall provide evidence satisfactory to the Contracting Officer verifying that Contractor actually incurred the specified categories of cancellation costs prior to delivery of the vessel to the Government and the amount thereof.

The cancellation costs must be reasonable, allowable, and allocable to the contract as defined in FAR 31.201. The Government will not be obligated in any event to reimburse the Contractor for the specified categories of cancellation costs in excess of the amount allotted in the schedule above for each contract period regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." The Contractor agrees that payment of the specified cancellation costs according to the schedule above for any contract period fully compensates the Contractor for the specified categories of cancellation costs. The Contractor waives any right it may have to claim any additional costs for the specified categories of cancellation costs in the event such cancellation costs become payable, whether as a result of a termination for convenience or as a result of the Government's failure to exercise an option. As used in this clause, the total amount payable by the Government for the specified categories of cancellation costs in the event the Government does not exercise an option or terminates the contract for convenience is as set forth in the schedule above.

This clause does not limit the rights of the Government under the clauses entitled “Default,” “Termination for Convenience of the Government,” “Loss of Vessel,” “No Cost Cancellation – Deficiencies,” “Remedies,” or “Excessive Time Lost.” The clauses entitled “Default,” “Loss of Vessel,” “No Cost Cancellation – Deficiencies,” “Remedies,” and “Excessive Time Lost” are not subject to cancellation costs.

Note: Pursuant to 10 U.S.C. § 2401, the Government is prohibited from entering into a vessel charter that contains a substantial termination liability. Offerors who submit substantial termination liabilities will not be considered for award. A substantial termination liability is defined by the statute as:

i. An agreement by the U.S., under the contract, to pay an amount equal to or greater than 25% of the value of the vessel for the termination liability; or

ii. An agreement by the U.S., under the contract, to pay an amount equal to or greater than 50% of the value of the vessel for the sum of the termination liability and the value of the total payments attributable to capital-hire.

(o) **RESERVED**

(p) **SECURE SPACE**

At delivery, Vessel shall provide a secure space dedicated for the use of designated supercargo/government representatives or cleared contractor personnel with the capability of connecting DoD communication equipment as described in paragraph (q). The space must meet the Open Storage Secret (OSS) physical security requirements for operating and handling classified material in accordance with the following references:

- DoDM 5200.01 Vol 3 - DOD Information Security Program,
- SECNAV M-5510.36 - Department of the Navy Information Security Program, and
- OSS and/or OSTS Checklist, provided upon request.

The secure space must be of sufficient size for a contractor provided desk to accommodate a government provided standard computer workstation, monitor, and government-provided GSA-approved shipboard security container (safe) securely mounted IAW Federal Specifications AA-F358 that will not compromise the security integrity of the container or its operation and will meet shipboard operational requirements.

Space must have a 110VAC, 15 Amp outlet for use.

(q) **SECURE COMMUNICATIONS**

Call out of this section also requires call out of V(a) Security Clearance and V(p) Secure Space sections.

Contractor is required to submit and receive reports classified up to and including Secret via SIPRNET in performance of the contract in accordance with MSC Standard Operating Manual and Fleet Directives. Unaccompanied users of secure communications must have a SECRET clearance and be identified and approved as Privileged Users; either Principal Authority, Local Element Manager, or alternate Local Element Manager.

<u>Compliance with Security References</u>

In accordance with laws and regulations, only personnel with SECRET or higher eligibility, access, and need-to-know shall have access to classified material and communications. In addition to the requirements in SECURITY CLEARANCE and SECURE SPACE sections, the Contractor shall also comply with requirements in the following publications:

1. 32 CFR 117.21 COMSEC
2. Current version of Communication Security Material System (CMS-1 series), Department of the Navy (DON) COMSEC Policy and Procedures Manual, Dated

15 JULY 2022
3. COMSCINST 2280.3 (series) (COMSEC and Key Management Infrastructure (KMI) Policy)
4. MSC COMSEC Local Element Procedures (32). (Provided during the 5 Day Key Management Infrastructure (KMI) / Local Element (LE) course)
5. N6.62.5239.3-Q FLTCYBERCOM EXORD 22-021, NAVY SCANNING GUIDANCE

Communications Equipment

The Vessel shall provide an operational commercial wideband satellite communications (SATCOM) system to provide a communications transport path from ship to shore. The minimum committed information rate (CIR) for the installed satellite communications capability shall be 1024/512 Kbps to support connection of DoD embarked unclassified and classified voice and data communications capabilities. Vessel shall provide an Ethernet network connection point and routable IP address, within the secure space, to support establishing a connection and communication transport path for DoD embarked communications capabilities (e.g. Mobile Expeditionary Communications Kit (MECK)).

The MECK system is used for sending and receiving secure (encrypted) classified communications. The basic components of the government-provided MECK system consist of:

1. Voyager ECK
2. VoSIP handset
3. Secure iridium handset
4. KG-250X NSA-certified Type 1 Ethernet encryptor
5. NIPRNet & SIPRNet laptop - which provides access to NIPRNet & SIPRNet email, chat and web services, and secure voice capabilities.

Required Administrative Scanning of Computers

Known vulnerabilities are often used in targeted attacks against the Department of Defense Information Network (DODIN). To keep our systems secure, ship force needs to remediate/patch vulnerabilities in MECK laptops to prevent cybersecurity incidents and ensure our network meets the required baseline standard. Military Sealift Command (MSC) provides a monthly patch disk by mail.

MSC uses a process of patching, scanning, analyzing, and remediate to ensure systems are fully updated and meet the baseline standards. Ships force is responsible for ensuring that scanning is completed remotely by the MNOC. All MECK laptops must be online and connected to the VPN at least once every 14 days for 24 consecutive hours for the MNOC to perform these scans. This is essential to maintain the security and integrity of our network. Regular remote scanning by the MNOC helps identify and address any vulnerabilities, ensuring our systems remain secure and up to date with the

latest patches. Compliance with this 14-day connection requirement is crucial for effective vulnerability management and to prevent potential cybersecurity incidents.

Secure Communications Training

Prior to use of the MECK, vessel officers with minimum of SECRET eligibility and access shall have successfully completed the MSC-sponsored 5 Day Key Management Infrastructure (KMI) / Local Element (LE) course given at Norfolk, VA or San Diego, CA. This course is required for a minimum of two personnel on the Vessel at all times who will serve as primary and alternate COMSEC managers. This course concentrates on COMSC policy regarding safeguarding and/or destroying COMSEC material, and is valid for five (5) years. The Contractor shall include all costs for attendance at this course within the proposed per diem rate.

The MECK user training is provided by N6 on the Vessel upon initial installation.

Account Access

Per NAVADMIN 259/23, Guidance for Navy System Authorization Access Request and Reciprocity, all Department of the Navy (DON) Information Technology users must have an approved SAAR form on file prior to being granted access to networks, systems, and applications. Contractors should contact their COR to verify if they have a valid System Authorization Access Request (SAAR) on file. Contract personnel requiring access must complete documents that are submitted through the MSC COR using the SAAR portal. Documents must be digitally signed, requiring vessels to have a CAC reader and software on at least one contractor computer. The following items must be completed prior to getting privileged access:

1. DD Form 2875, SAAR dated May 2022
2. Department of the Navy -User Agreement Standard Mandatory Notice and Consent Provision Form
3. SECNAV M-5239.2, Information System (II) Privileged User Agreement and Acknowledgement (PAA) of Responsibilities
4. Privileged User Cybersecurity Responsibilities Training Certificate (or email stating the date the Training was completed)

After the SAAR is approved, a DD2842, "DOD Public Key Infrastructure (PKI) Certificate of Acceptance and Acknowledgement of Responsibilities", must also be completed in order to receive a SIPR Token.

All documents should be sent to the COR via DoD SAFE: https://safe.apps.mil to prevent the form becoming corrupt during email transmission.

Note: Once SAAR is on file, the SAAR may be used from ship to ship within the same

Operating company and is valid until the contract expires or until the contractor leaves the operating company.

Communications Security (COMSEC)

The Master is responsible to the Tier II "Parent" Account located in Norfolk, VA (also known as "The Vault") for all MSC COMSEC material and publications. The Vessel shall have a Local Element (LE) COMSEC Account established. The Master is the Principal Authority (PA) responsible for properly administering his/her COMSEC LE account and may appoint LE Managers. An appointment letter is required. The PA, LE Manager and any Alternate LE Managers are responsible for the proper management and security of the LE-issued material in accordance with MSC's policies and procedures to include but not limited to the following:

1. A Change-of-Command Inventory Report (CCIR) shall be completed to maintain continuous records of custody. The outgoing Master, as Principal Authority (PA), shall request a CCIR inventory from the Parent Account one week before being relieved.
2. For each Change-Of-Command, the Master shall perform applicable sections of the "Principal Authority Checklist 04" which both the on-coming and off-going PA shall sign. The PA Change-Of-Command turnover procedure, when received and acknowledged by the Vault, results in the turnover being officially recognized.
3. The Master shall complete applicable sections of the "COMSEC LE Manager Turnover 03" document provided by vault personnel before a Change of Command occurs.
4. A Semi-Annual Inventory Report (SAIR) of the Vessel's COMSEC keying material, equipment and publications shall be conducted in June and December. The parent Tier II in Norfolk will forward a CCIR inventory list (SF-153) prior to each inventory.
5. A Standard Forms SF-700 and SF-702 shall accompany all safes containing classified materials or equipment.
6. Submit all require paperwork IAW LE Procedure 5 para 2.a
7. Master will need to contact the vault for any COMSEC discrepancies/issues.

(r) NMCARS DIB Memo

SUPPLEMENT DFARS CLAUSE 252.204-7012 "SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING"

1. **System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews**

a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS)

clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

2. **Compliance to NI ST 800-171**

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program).

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. **Cyber Incident Response**:

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx. In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

d) In addition to the reporting requirements contained in DFARS 252.204-7012, the contractor must immediately notify MSC of all cyber incidents or compromises, as defined in DFARS 252.204-7012(d)(2). The contractor shall also immediately notify MSC of all incidents involving classified information spillage onto unclassified networks or Personally Identifiable Information (PII) breaches. If immediate notification is not possible, then notification must be made no later than 24 hours after an incident has been identified or suspected. Initial cyber incident and compromise reports shall contain as much of the information required in DFARS 252.204-7012(d)(1) as can reasonably be provided in a timely manner. Submit initial and subsequent reports via encrypted email to the MSC Command Security Manager as well as the COR. To the greatest extent practicable, MSC IA Ops and the COR shall be copied on all correspondence with non-MSC Government agencies regarding reported incidents.

4. **Naval Criminal Investigative Service (NCIS) Outreach**
The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5. **NCIS/Industry Monitoring**
a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.
From NMCARS Annex 16

https://www.acquisition.gov/nmcars/annex-16-statement-work-language-implementing-dib-memo

(s) **Operational Security (OPSEC)**

The Contractor shall utilize the Military Sealift Commands' Critical Information and Indicators List, which will be identified or provided by the Contracting Officer or Contracting Officer Representative to help identify and protect critical information.

During the performance period of this contract, the Contractor may be exposed to, use, or produce, MSC Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. MSC's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI). MSC's CI shall not be publicized in corporate wide newsletters, trade magazines,

displays, intranet pages or public facing websites. Media requests related to this project shall be directed to MSC Public Release Authority listed in Item 12 of this DD Form 254.

Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive and Company Proprietary information related to this contract or other programs must be immediately reported to the Facility Security Officer, DCSA and/or the Naval Criminal Investigative Service.

Performance under this contract requires the contractor to adhere to OPSEC requirements IAW DODM 5205.02, OPSEC Program Manual. OPSEC requirements are additional to the requirements of Part 117 of Title 32 CFR, therefore, the Contractor may not impose OPSEC requirements on its subcontractors unless MSC approves the OPSEC requirements.

(t) **SEXUAL ASSAULT AND/OR SEXUAL HARASSMENT**

The contractor shall develop and implement a policy for the prevention of sexual assault and/or sexual harassment. The contractor shall submit this policy statement to the COR and Contracting Officer within sixty (60) calendar days after contract award for approval and retention. The sexual assault and sexual harassment policy shall be posted onboard the ship in a public area. All contractor employees and crewmembers shall fully cooperate with any sexual assault and/or sexual harassment investigations that are directed by MSC.

(u) **FULLY BUNKERED**

Vessel shall be delivered fully bunkered.

VI. FAR AND DFARS CLAUSES INCORPORATED BY REFERENCE

(a) FAR 52.252-2 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(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52
https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of clause)

(b) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which, if checked ("X"), are incorporated in this Contract by reference. The applicable clauses are those in effect on the date of contract award.

☒	52.203-3	Gratuities
☒	52.203-6	Restriction on Subcontractor Sales to the Government, Alternate I
☒	52.203-13	Contractor Code of Business Ethics and Conduct
☒	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
☒	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
☒	52.204-13	System for Award Management—Maintenance
☐	52.204-14	Service Contract Reporting Requirements
☒	52.204-19	Incorporation by Reference of Representations and Certifications
☒	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded
☒	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters
☒	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
☒	52.211-15	Defense Priority and Allocation Requirements
☒	52.217-5	Evaluation of Options
☒	52.217-8	Option to Extend Services
☒	52.217-9	Option to Extend the Term of the Contract
☐	52.219-3	Notice of HUBZone Set-Aside or Sole-Source Award
☒	52.219-6	Notice of Total Small Business Set-Aside
☐	52.219-7	Notice of Partial Small Business Set-Aside
☒	52.219-8	Utilization of Small Business Concerns
☐	52.219-9	Small Business Subcontracting Plan,
☐	52.219-9	Small Business Subcontracting Plan, Alternate II
☒	52.219-14	Limitations on Subcontracting
☐	52.219-16	Liquidated Damages—Subcontracting Plan

☐	52.219-27	Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program
☒	52.219-28	Postaward Small Business Program Representation
☐	52.219-29	Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns
☐	52.219-30	Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program
☒	52.222-3	Convict Labor
☐	52.222-19	Child Labor—Cooperation with Authorities and Remedies
☒	52.222-35	Equal Opportunity for Veterans
☒	52.222-36	Equal Opportunity for Workers with Disabilities
☒	52.222-37	Employment Reports on Veterans
☒	52.222-40	Notification of Employee Rights Under the National Labor Relations Act
☒	52.222-41	Service Contracts Labor Standards
☒	52.222-42	Statement of Equivalent Rates for Federal Hires
☒	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)
☐	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment
☒	52.222-50	Combating Trafficking in Persons
☐	52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
☒	52.222-54	Employment Eligibility Verification
☒	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026
☒	52.222-62	Paid Sick Leave Under Executive Order 13706
☒	52.222-90	Addressing DEI Discrimination by Federal Contractors
☒	52.223-3	Hazardous Material Identification and Safety Data
☐	52.223-9	Estimate of Percentage of Recovered Material Content for EPA–Designated Items
☒	52.223-11	Ozone-Depleting Substances
☐	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners
☒	52.223-23	Sustainable Products
☒	52.224-3	Privacy Training
☐	52.225-5	Trade Agreements
☒	52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
☐	52.225-26	Contractors Performing Private Security Functions Outside the United States
☒	52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving

☒ 52.228-3 Worker's Compensation Insurance (Defense Base Act)
☐ 52.229-12 Tax on Certain Foreign Procurements
☒ 52.232-18 Availability of Funds
☒ 52.232-23 Assignment of Claims
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services
☒ 52.232-33 Payment by Electronic Funds Transfer-System for Award Management
☐ 52.232-34 Payment by Electronic Funds Transfer-Other than System for Award Management
☐ 52.232-36 Payment by Third Party
☒ 52.232-39 Unenforceability of Unauthorized Obligations
☒ 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
☒ 52.233-3 Protest after Award
☒ 52.233-4 Applicable Law for Breach of Contract Claim
☒ 52.240-91 Security Prohibitions and Exclusions
☒ 52.240-92 Security Requirements
☒ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems
☒ 52.242-5 Payments to Small Business Subcontractors
☒ 52.242-15 Stop-Work Order
☒ 52.244-6 Subcontracts for Commercial Products and Commercial Services
☒ 52.245-1 Government Property, Alternate I
☒ 52.245-9 Use and Charges
☒ 52.246-4 Inspection of Services-Fixed-Price
☒ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels, Alternate I

(c) The Contractor shall comply with the following Defense Federal Acquisition Regulation Supplement (DFARS) clauses, which, if checked ("X"), are incorporated in this Contract by reference. The applicable clauses are those in effect on the date of contract award.

☒ 252.201-7000 Contracting Officer's Representative
☒ 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
☒ 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
☒ 252.203-7003 Agency Office of the Inspector General
☒ 252.204-7000 Disclosure of Information
☒ 252.204-7003 Control of Government Personnel Work Product
☒ 252.204-7004 Antiterrorism Awareness Training for Contractors
☒ 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
☒ 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013, REVISION 1) (MAY 2024)

☒ 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors
☒ 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support
☒ 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
☐ 252.204-7021 Cybersecurity Maturity Model Certification Requirements
☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders
☒ 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
☐ 252.211-7003 Item Unique Identification and Valuation
☐ 252.211-7008 Use of Government-Assigned Serial Numbers
☒ 252.219-7996 Small Business Subcontracting Plan (DoD Contracts)
☐ 252.219-7997 Small Business Subcontracting Plan (Test Program)
☒ 252.222-7004 Compliance with Spanish Social Security Laws and Regulations
☐ 252.223-7002 Safety Precautions for Ammunition and Explosives
☐ 252.223-7003 Change in Place of Performance--Ammunition and Explosives
☐ 252.223-7008 Prohibition of Hexavalent Chromium
☐ 252.225-7005 Identification of Expenditures in the United States
☐ 252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies
☒ 252.225-7012 Preference for Certain Domestic Commodities
☐ 252.225-7024 [Reserved]
☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
☐ 252.225-7039 Defense Contractors Performing Private Security Functions Outside the United States
☐ 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
☒ 252.225-7041 Correspondence in English
☒ 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
☒ 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime
☒ 252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
☒ 252.225-7062 Threat Mitigation Support to Operations (DEVIATION 2026-O0051)
☒ 252.225-7963 Antiterrorism/Force Protection for Defense Contractors Outside the United States
☒ 252.225-7967 Prohibition Regarding Russian Fossil Fuel Business Operations (DEVIATION 2024-O0006, REVISION 1) (FEB 2024)
☒ 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (AUG 2024) (DEVIATION 2024-O0014)

☒ 252.225-7975 Additional Access to Contractor and Subcontractor Records (DEVIATION 2026-O0051)
☒ 252.225-7976 Contractor Personnel Performing in Japan (DEVIATION 2018-O0019) (AUG 2018)
☒ 252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O0008) (JUN 2016)
☒ 252.225-7987 Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-O0004) (FEB 2021)
☒ 252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2024-O0003) (DEC 2023)
☒ 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017)
☒ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
☒ 252.228-7006 Compliance with Spanish Laws and Insurance
☒ 252.229-7003 Tax Exemptions (Italy)
☒ 252.229-7005 Tax Exemptions (Spain)
☒ 252.229-7006 Value Added Tax Exclusion (United Kingdom)
☒ 252.229-7007 Verification of United States Receipt of Goods
☐ 252.229-7014 Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements
☒ 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports
☒ 252.232-7006 Wide Area WorkFlow Payment Instructions
☒ 252.232-7007 Limitation of Government's Obligation
☐ 252.232-7008 Assignment of Claims (Overseas)
☒ 252.232-7010 Levies on Contract Payments
☒ 252.232-7011 Payments in Support of Emergencies and Contingency Operations
☐ 252.233-7001 Choice of Law (Overseas)
☒ 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel
☐ 252.237-7998 Training for Contractor Personnel Interacting with Detainees
☒ 252.237-7023 Continuation of Essential Contractor Services
☒ 252.240-7997 NIST SP 800-171 DoD Assessment Requirements
☒ 252.243-7002 Requests for Equitable Adjustment
☒ 252.244-7999 Subcontracts for Commercial Products or Commercial Services
☒ 252.245-7003 Contractor Property Management System Administration
☒ 252.245-7005 Management and Reporting of Government Property
☒ 252.247-7023 Transportation of Supplies by Sea
☒ 252.247-7025 Reflagging or Repair Work
☒ 252.247-7027 Riding Gang Member Requirements (For US Flag vessels only)

PART VII. FAR AND DFARS PROVISIONS INCORPORATED BY REFERENCE

(a) FAR 52.252-1 Solicitation Provisions Incorporated by Reference

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52
https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

(End of provision)

(b) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) provisions, which, if checked ("X"), are incorporated in this solicitation by reference. The applicable provisions are those in effect on the issue date of this solicitation.

☒	52.204-7	System for Award Management—Registration
☒	52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation
☒	52.209-5	Certification Regarding Responsibility Matters
☒	52.209-7	Information Regarding Responsibility Matters
☒	52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
☒	52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use
☒	52.217-5	Evaluation of Options
☒	52.219-1	Small Business Program Representations
☒	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
☒	52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
☒	52.229-11	Tax on Certain Foreign Procurements—Notice and Representation
☒	52.240-90	Security Prohibitions and Exclusions Representations and Certifications

(c) The Contractor shall comply with the following Defense Federal Acquisition Regulation Supplement (DFARS) provisions, which, if checked ("X"), are incorporated in this

solicitation by reference. The applicable provisions are those in effect on the issue date of this solicitation.

- ☒ 252.203-7005 Representation Relating to Compensation of Former DoD Officials
- ☒ 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls
- ☒ 252.204-7016 Covered Defense Telecommunications Equipment or Services—Representation
- ☒ 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
- ☒ 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements
- ☒ 252.204-7024 Notice on the Use of the Supplier Performance Risk System
- ☐ 252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements
- ☒ 252.204-7998 Alternate A, Annual Representations and Certifications
- ☒ 252.215-7007 Notice of Intent to Resolicit
- ☒ 252.215-7992 Only One Offer
- ☒ 252.215-7994 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
- ☒ 252.215-7996 Notification to Offerors—Postaward Debriefings
- ☐ 252.225-7023 Preference for Products or Services from Afghanistan
- ☒ 252.225-7055 Representation Regarding Business Operations with the Maduro Regime
- ☒ 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region–Representation
- ☒ 252.225-7966 Prohibition Regarding Russian Fossil Fuel Business Operations—Representation (Deviation 2024-O0006, Revision 1) (MAR 2024)
- ☒ 252.225-7973 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems—Representation (AUG 2024) (DEVIATION 2024-O0014)
- ☒ 252.237-7024 Notice of Continuation of Essential Contractor Services
- ☒ 252.247-7026 Evaluation Preference for Use of Domestic Shipyards — Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade

PART VIII. RESERVED

PART IX. RESERVED

PART X. 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DOW DEVIATION 01 FEB 26) (tailored pursuant to FAR 12.205 (a))

(a) Submission of offers. (Tailored) Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) That information identified in PART X under the following titles:

(i) BUSINESS PROPOSAL
(ii) TECHNICAL PROPOSAL
(iii) PRICE PROPOSAL

(2) A valid submission consists of at least a ship name, its International Maritime Organization (IMO) Number, a price, and a signature; without these, your submission will not be considered for evaluation and award.

(3) Form of Submission. Proposals/modifications must be submitted via E-mail in Adobe Acrobat (.pdf) format, and must be compatible with Adobe Acrobat Reader 8.0 or later version. Proposals/modifications must contain either a verifiable electronic signature (e.g., PKI enabled certificate), or a scanned image of the handwritten signature of the Offeror or Offeror's agent. Offerors are advised that delays in the receipt of e-mail do occur, and the Offeror is solely responsible for timely receipt of offers by the Government regardless of any problems or delays related to computer hardware or software systems including, but not limited to, servers and firewalls. An E-mail proposal that resides on a Government server, but has not appeared in the designated E-mail inbox by the due date and time for proposal submission will be considered late. Offerors are advised that the Government may be unable to receive other types of electronic files (e.g., .zip files) or files in excess of 20 megabytes. For electronic proposal/modifications, the only acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time and date set for receipt of offers is the receipt of the E-mail proposal, readable, in its entirety in the designated E-mail inbox by the due date and time for proposal submission. Any other timestamp or meta-data of the Offeror's sent e-mail shall not be construed as sufficient documentation of the Government's receipt of an e-mailed offer. It is the Offeror's responsibility to ensure the proposal has been received in the designated E-mail inbox by the due date and time.

Proposal and proposal modifications (e.g., proposal extension) shall be submitted electronically in response to this solicitation by e-mail directly to yvonne.escoto.civ@us.navy.mil and danny.w.davis1.civ@us.navy.mil or the designated E-mail addresses and inboxes for receipt of E-mail submissions. No other electronic means of submission, used in whole or in combination with E-

mail, is permitted.

(4) Offers shall not contain classified material. Any portion of an offer which the Offeror considers business sensitive should be clearly marked as such in accordance with
FAR 52.215-1.

(5) A proposal shall not require extensive searching throughout the document(s) to locate and evaluate a particular item. Each offer should be written, to the greatest extent possible, on a stand-alone basis. The Government will not search through and fill-in missing information between offers, and it is the Offeror's responsibility to provide all documentation in each volume as required.

(b) Period for acceptance of offers. (Tailored) The Offeror agrees to hold the prices in its offer firm until the time of contract award, unless otherwise stated by the Offeror in PART I, Box 8 of its offer. Offerors are reminded that expired offers will be excluded from the competition upon expiration and will not be available for subsequent revival or renewal unless the expiration occurs during a period where Final Proposal Revision are being actively sought.

(c) Late submissions, modifications, revisions, and withdrawals of offers. (Tailored)

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, (whether initial or revised) received after the time specified for receipt of offers is “late” and will not be considered unless the Contracting Officer determines that accepting the late offer is in the Government’s best interest.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or

all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefing. If a post-award debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(f) Vessel Substitution. (Added) No proposed substitution will be permitted by Charterer during the procurement solicitation process after the date and time for offers has passed except when such substitution is made as part of a revised offer during a period in which the solicitation is reopened or when such substitution is made as part of a final proposal revision.

(g) Multiple offers. (Added) Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) Vessel Name Release. (Added) For the purpose of obtaining timely country clearance, vessel names under consideration for award may be released to partner U.S. or foreign government agencies prior to contract award.

(i) Multiple awards. (Added) The Government may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Offeror specifies otherwise in the offer. Each of the awards under the multiple award may be for the full requirement as stated in the Attachment (2) Performance Work Statement (PWS). As a

result, Offerors submitting multiple vessels should ensure each vessel being proposed meets the PWS requirements.

(j) Questions. (Added) Potential Offerors requesting additional information or clarifications relating to this solicitation shall submit their request in writing by E-mail to Yvonne Escoto at yvonne.escoto.civ@us.navy.mil and Danny Davis at danny.w.davis1.civ@us.navy.mil.

Questions regarding the solicitation must be submitted no later than 1:00pm local time, 14 calendar days after the solicitation was issued; otherwise questions may not be answered prior to the solicitation closing. Offerors shall submit questions to this solicitation using the "Request for Clarification/Question" form provided as Attachment (19) to this solicitation. Each question shall be submitted on a separate form. Questions shall be submitted to the Contracting Officer and Contract Specialist identified in this solicitation.

Questions submitted not using this form, or that combine more than one question per form, may not receive a response. No telephonic responses will be provided.

(k) Service of Protest. (Added) Protests, as defined in FAR 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer. The mailing address is the same as that stated in Box 9, SF 1449. Interested parties may request an independent review of their protest as an alternative to consideration by the Contracting Officer or as an appeal of the Contracting Officer's decision on their protest. See FAR 33.103. Requests for independent review shall be addressed to:

Director, Contracts & Business Management Directorate, Code N10
Military Sealift Command
471 East C Street, Bldg. SP-64
Naval Station Norfolk,
Norfolk, VA 23511-2419 Norfolk, VA 23511-2419

MSC encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(l) Classified Requirement. (Added) There is a classified requirement in this solicitation. Owners or their representative, with appropriate security clearances in place have the opportunity to review the classified requirement for this solicitation. Owners or their representative with appropriate security clearances in place who wish to review the classified requirement, must submit to the contracting officer a request to review the classified requirement within five business days of the issuance of this solicitation and then must then make the necessary arrangements at their expense to view the classified requirement at appointed place and time provided, which must be prior to the solicitation response date and time. The opportunity to review the classified requirement will be lost

if the contracting officer does not receive a request on time or if the Offeror misses the appointment. There is no associated submittal for the classified requirement itself.

Each offer shall be clearly labeled, and complete with the following parts: Business Proposal; Technical Proposal; and Price Proposal.

BUSINESS PROPOSAL. Offerors shall provide the following:

1. A proposal cover letter that includes:
    a. The solicitation number, the name, address, and telephone number of the Offeror (and electronic address if available);

    b. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

    c. The names, titles, and telephone number (and electronic addresses if available) of person(s) authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;

    d. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and

2. Completed Standard Form (SF) 1449. Failure to submit a signed SF 1449 will result in rejection of the offer.

3. Acknowledgment of Solicitation Amendments.

4. A completed set of Special Time Charter Boxes.

5. Critical Submission Data: Documentation (e.g., Industrial Security Facilities Database (ISFD), Defense Security Service (DSS) letter, etc.) that Offeror has an active facilities clearance of at least a SECRET level. Failure to submit Critical Submission Data will result in rejection of the offer.

6. SCA Certification: The Offeror must certify that it will comply with the Service Contract Act and Department of Labor Wage Determination (Attachment (04)) in performance of this contract, should they apply.

7. Standard Form SF-LLL, “Disclosure of Lobbying Activities” (Attachment (18)), if applicable.

8. Offerors shall identify those ports in which they have any active arrest warrants or similar actions pending that would either delay the vessel from performing, or otherwise prevent

the vessel from free entry/departure.

9. Corporate Viability. The Offeror shall provide the most recent audited financial information containing, at a minimum, balance sheets, cash flow statements, income statements, and combined financial statements that illustrate the company's ability to remain a viable business concern. If an Offeror intends to utilize the financial information or assistance of another entity to meet the corporate viability requirement (loan, income statement from parent company, etc.), that Offeror must provide signed statement(s) proving that entity's agreement with the arrangement. The Offeror must furnish evidence of adequate financial resources to perform the contract or the ability to obtain such resources. For the purpose of this section, adequate financial resources are an amount equal to the total value of forty-five (45) days of the proposed daily charter hire rate for the vessel (calculated based on the firm period charter hire rate).

10. Offerors shall provide a copy of its current assessment in Supplier Performance Risk System (SPRS) in Procurement Integrated Enterprise Environment (PIEE) in accordance with DFARS 252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements.

11. The Offeror must submit completed Representations and Certifications of all applicable provisions included in the solicitation. Such Representations and Certifications include, but are not limited to:
    - FAR 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation;
    - FAR 52.209-5, Certification Regarding Responsibility Matters;
    - FAR 52.209-7, Information Regarding Responsibility Matters;
    - FAR 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law;
    - FAR 52.240-90, Security Prohibitions and Exclusions Representations and Certification;
    - FAR 52.240-90(C), Covered Telecommunications Equipment or Services-Representation;
    - FAR 52.240-91 Security Prohibitions and Exclusions;
    - FAR 52.240-93 Basic Safeguarding of Covered Contractor Information Systems;
    - FAR 52.222-56, Certification Regarding Trafficking in Persons Compliance Plan;
    - FAR 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation;
    - DFARS 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation; and
    - DFARS 252.204-7017, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
    - DFARS 252.225-7055, Representation Regarding Business Operations with the Maduro Regime (MAY 2022)
    - DFARS 252.225-7064 Restriction on Acquisition of Certain Satellite Components
    - DFARS 252.229-7012, Tax Exemptions (Italy)—Representation (MAR 2012)

Items that are not applicable must be marked "N/A". If an Offeror has completed its representations and certifications electronically in SAM (http://www.sam.gov), it must so state in its proposal.

12. Offerors shall confirm that it will provide the required insurance as required in PART IV(g) and IV(h) of the solicitation.

13. Statements of Contractor Responsibility. Offerors must provide evidence to support the prospective contractor's affirmative responsibility determination, to include a response to each of the seven (7) elements of a responsibility determination as defined in FAR 9.104-1.

14. Evidence that the Offeror has the right to offer the proposed vessel. Offeror shall certify that it currently owns or is the bareboat or time charterer of the vessel(s). If the Offeror is not the owner, Offeror shall provide with its proposal a copy of the executed bareboat or time charter agreement with the owner, or an executed purchase agreement with the owner. The bareboat or time charter must contain a period of performance ending no earlier than 5 years after the date of delivery. The bareboat charter, time charter, or purchase agreement may be contingent on award of the contract pursuant to this solicitation and may be redacted to protect pricing.

15. Offeror shall provide a description of its right to sell the proposed vessel.

16. The Offeror shall confirm compliance with FAR 52.219-8 with regard to its historical usage and its ability to pay small business subcontractors in a timely manner.

17. In accordance with FAR 52.219-9 and DFARS 252.219-7996, other than small business concerns shall submit a Small Business Subcontracting Plan with their proposal. Offerors shall ensure that they submit a Small Business Subcontracting Plan with all of the information required by FAR 52.219-9. In preparing the Small Business Subcontracting Plan, Offerors should note that historical compliance with FAR 52.219-8 and FAR 52.219-9 may be evaluated as part of past performance in future source selections. A subcontracting plan is NOT REQUIRED from small business concerns and will not be reviewed.

18. In accordance with DFARS 252.237-7023 and 252.237-7024, all Offerors shall submit a completed Mission-Essential Contractor Services Plan Worksheet (Attachment (17)).

19. If DFARS Clause 252.247-7026 is present in this solicitation:

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

        (i) Name of vessel.

(ii) Description of qualifying shipyard work performed.
(iii) Name of shipyard that performed the work.
(iv) Inclusive dates of work performed.

b. Offeror shall use the Excel spreadsheet provided for data submission in Shipyard Info Sheet (Attachment (22)) and follow the format of the sample. Enter only data for shipyard work completed for the current year and four preceding years; there is no need to annotate "None."

c. Cost of work performed. Offeror shall also submit a statement of the percent of the cost of covered work that was performed in shipyards in the United States or Guam. If no covered work has been performed during the current calendar year and four preceding calendar years, the Offeror shall provide a statement that no covered work was done on the vessel.

20. The Offeror warrants that it accepts the solicitation's performance requirements without exception, unless listed below. This warranty takes precedence over any statements or information to the contrary in the offer. It is understood that failure to provide the warranty that the Offeror accepts the solicitation's performance requirements, without exceptions, will make the offer ineligible for award.

a. Exceptions: 1. __[Offeror shall list any exceptions, to be completed by Offeror, as required but understands that any exception may make them ineligible for award]__

TECHNICAL PROPOSAL.

1. The Technical Proposal shall NOT contain any pricing information.

2. [RESERVED]

3. Offeror shall provide all necessary information and documentation to demonstrate they meet the technical requirements as set forth below.

a. A table of contents with page numbers corresponding to the proposal's outline format shall be provided after the title page.

b. The technical volume shall be organized by Section as follows:

TECHNICAL PROPOSAL VOLUME ORGANIZATION:

SECTION	TITLE
--	Title Page/Table of Contents
1	Technical Offer Worksheet (Attachment (20))
2	Part I Boxes
3	Overseas Port List

4 Pre-award drawings, plans, and documents.

4. Technical proposal shall follow the above outline and include the contents set forth below.

5. Offerors shall follow the instructions set forth below for submission of its technical offer.

a. Section 1: Offerors shall provide completed "Technical Offer Worksheet – Attachment (20)" indicating box and page number where compliance with technical requirements is demonstrated in Section 2 (Part I Boxes) and/or Section 3 (warranties, drawings, or other documents).

b. Section 2: Offerors shall provide completed Part I Boxes (not including pricing details from Boxes 13).

c. Section 3: Contractor shall provide as part of its proposal a list of overseas ports the vessel has called at within the past 5 years of RFP issuance, duration of stay, and general purpose of visit. The Contractor shall certify that the list provided is accurate.

d. Section 4: Offerors shall provide the below warranties, drawings, or other documents with their proposal:

1. Offeror shall provide Vessel Certificate of Inspection (COI) or equivalent documentation demonstrating current regulatory compliance.

2. Offeror shall provide Certificate of Documentation (COD) confirming U.S. flag status and Jones Act eligibility demonstrating U.S. flag and coastwise endorsement.

3. Offeror shall provide Classification Society documentation, as applicable showing current classification certificate or statement of applicability.

4. Offeror shall provide Vessel specification sheet detailing principal characteristics and capabilities, including, at a minimum:

a) Length (≥90 ft)
b) Speed (≥15 knots)
c) Passenger capacity (≥44)
d) Deck space (≥10 pallets)
e) Draft (≤33 ft)

5. Offeror shall provide General Arrangement (GA) drawings that clearly depict deck layout, fendering arrangement, and topside

configuration relevant to safe submarine interface. GA drawings must clearly show:

a) Pallet staging areas
b) Brow
c) Fendering configuration
d) Crane/davit location

6. Offeror shall warrant that the offeror can successfully and safely complete Brief Stop for Personnel/Parts (BSP) with Ohio Class Submarines as per the PWS.
7. Offeror shall provide photographs of the vessel sufficient to validate configuration and condition.

PRICE PROPOSAL. The Offeror's price proposal shall contain the following:

1. Charter Boxes/Daily Charter Hire. Offeror's proposed Daily Charter Hire prices shall be entered under Attachment (01), PART I, Box series 13. If the Offeror is submitting delivery and redelivery fees, the Offerors shall enter this information in Box 17. The Offerors shall provide a cost breakdown of the delivery and redelivery fees showing the basis of the fees to include port of departure for delivery fee and port of arrival for redelivery fees.

2. Basic Pricing Data. Offerors shall complete Attachment (06), "Basic Pricing Data," for each performance period, ensure to round to the second decimal. In completing Attachment (06) Offerors shall not change the number of days in the spreadsheets. Offerors shall also fill in fuel consumptions based on operating tempo. In addition, Offerors shall fill in the corresponding fuel type.

3. Crew Complement. Offerors shall complete Attachment (07), "Crew Complement Form" for each performance period.

4. The Offeror must certify that the wages and fringe benefits contained in its offer meet, at a minimum, the wage and fringe benefits levels contained in the Department of Labor Wage Determination (Attachment (04)).

5. For evaluation purposes, the option price for the FAR 52.217-8 six-month period will use the daily rate of the final period.

(End of provision)

PART XI. FAR 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DOW DEVIATION 01 FEB 26) (tailored pursuant to FAR 12.205 (a))

(a) Award will be made, if at all, to the responsible offeror (see NOTE (1)) whose offer is compliant with all critical requirements and whose offer represents the lowest-priced, technically acceptable offer within the highest statutory categorization outlined in PART XI(e).

NOTE (1): It is emphasized that, as an integral part of the award selection, a responsibility determination of the offeror will be made in accordance with FAR Part 9.104. Within this determination, the Government will only consider an offeror responsible if it presents a viable, continued capacity to fully provide the contracted services in accordance with the charter, regardless of operating conditions (e.g., conflict or contingency operations). This will be determined using the factors shown in FAR Part 9.104, to include 1) experience, 2) operational controls, 3) technical skills, 4) satisfactory past performance record, and 5) ability to comply with required delivery schedule.

(b) Before any evaluation, offers will be considered against the following critical requirements:

- Classified Requirement referenced in PART X(l); and
- Critical Submission Data referenced in PART X, BUSINESS PROPOSAL, Paragraph 5

An offer found not acceptable with respect to either of these requirements will not be evaluated further and will be removed from further consideration under the solicitation. Offerors will be notified if their offer(s) was/were excluded because of these requirements.

(c) Solicitation Compliance. The Government will review all proposals to document whether each proposal complies with the RFP, including proposal submission requirements.

(d) In determining the lowest-priced, technically acceptable offer, the following factors will be evaluated:

Factor 1: Technical
Factor 2: Price

(e) Evaluation of Factors

1. Technical. The technical portion of each offeror's proposal will be evaluated based on the information required to be submitted for the TECHNICAL PROPOSAL as described in PART X. Technical proposals will be evaluated based on acceptable/unacceptable criteria. In order to be determined technically acceptable, and thus be eligible for award, vessels must meet or exceed the

requirements for the technical factor described in PART X TECHNICAL PROPOSAL. Proposals rated unacceptable for any of the technical requirements listed in Part X TECHNICAL PROPOSAL sub-part 5(c) and 5(d) ("Section 3" and "Section 4") will be rated overall unacceptable for the technical factor.

2. Price. Price analysis techniques will be used to determine price reasonableness. Adequate price competition is expected. Materially unbalanced offers will not be considered for award. The total evaluated price will equal the sum of the following: (1) total dollar amounts offered for charter hire for the firm and option periods, including the FAR 52.217-8 option to extend, (2) delivery and redelivery bonuses (if offered), (3) total fuel costs, and (4) any other costs set forth in the offer. The total charter hire will be calculated by multiplying charter hire rates proposed in Box series 13 times the number of days stipulated for the corresponding period of performance in Box series 13. The delivery/redelivery cost will be included if proposed in Box 17. Fuel costs will be based on the data provided in the "Fuel Consumption Data" tab in Attachment (06), calculated as follows for each identified SPECIALTIME Box:

Fuel Costs = (X / Y) * Z * N
X = Consumption of Barrels/Day
Y = Conversion Factors for Barrels to Metric Tons
Z = Defense Logistics Agency - Energy Standard Prices as listed in Attachment (06)
N = # Days of Performance

Total fuel costs will be the sum of these calculations for all identified SPECIALTIME Boxes.

(f) In its determination regarding the statutory categorization of each evaluated offer, the Government will apply the following statutory preference(s):

I. The Evaluation Preference for Use of Domestic Shipyards — Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (DFARS Clause 252.247-7026)

Pursuant to these statutory preferences, the Government will categorize all evaluated offers as follows:

- If DFARS Clause 252.247-7026 is present in this solicitation:
  - Category 1 (highest): U.S.-Flag vessel which has had 50 percent or more of its total overhaul, repair, and maintenance work for covered vessels performed in U.S. shipyards
  - Category 2 (lowest): U.S.-Flag vessel which has had less than 50 percent of its total overhaul, repair, and maintenance work for covered vessels performed in U.S. shipyards

If there are no offers in the highest category, the award will be made, if at all, to the lowest-priced, technically acceptable, evaluated offer in the next highest category for which offers exist.

(g) Options. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(h) Apparent Awardee will be required to submit the certification required in FAR Provision 52.222-56 with regards to its Combatting in Trafficking Persons Compliance Plan. Failure to have this information will make the offeror ineligible for award.

(i) Apparent Awardee will need to have a current assessment in the Supplier Performance Risk System (SPRS) application in Procurement Integrated Enterprise Environment (PIEE) in accordance with DFARS Provision 252.204-7019, Notice of NIST SP 800-171 DoD Assessment Requirements. Failure to have this information will make the offeror ineligible for award.

(j) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

PART XII. RESERVED

PART XIII. RESERVED